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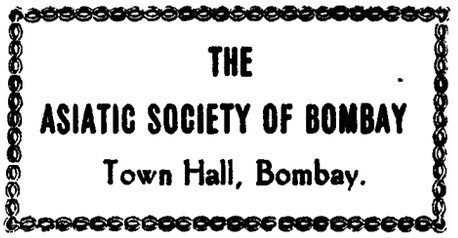

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SELECTIONS FROM THE RECORDS OF THE BOMBAY GOVERNMENT.
No. XV.—Old Series.

PROCEEDINGS

RELATIVE TO

THE RESUMPTION OF CERTAIN VILLAGES AND LANDS

HELD BY THE LATE

ANAJEE NURSEW;

AND CLAIMED AS HEREDITARY INAMS BY HIS SON,

KONHER ROW ANAJEE.

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1855.

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RECAPITULATION OF PROCEEDINGS

BY THE

INAM COMMISSION,

CONNECTED WITH

THE RESUMPTION OF THE VILLAGES KUBLAPOOR, WOTEEMUROO, AND KENCHUNHUTTEE, AND TWENTY PIECES OF LAND IN NINE VILLAGES OF THE PADSHAPOOR TALOOKA, IN THE BELGAUM COLLECTORATE, HELD BY THE LATE ANAJEE NURSEW DESHPANDEY AS INAM, AND NOW CLAIMED BY HIS SON, KONHER ROW ANAJEE.

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RECAPITULATION OF PROCEEDINGS,

&c. &c.

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1. The Officers of the Inam Commission reported to Government, in a letter No. 4, dated 2nd September 1843, that while statements regarding inams in certain talookas of the Dharwar Collectorate were being prepared, they were employing their time in making inquiries as to the validity of the titles by which villages situated in other districts were held as inam. In the same letter they stated that they were confining their inquiries to those villages regarding the tenure of which they had strong ground for entertaining suspicion.

2. This proceeding was approved of by Government, in the Chief Secretary's letter No. 3035, dated 16th September 1843.

3. On the 4th September 1843 Anajee Nursew, Deshpandey of Kuryat Ankuley, or Ankulgee, in the Padshapoor Talooka of the Belgaum Collectorate, having been called on by the Commission to state the nature of his title to the three villages of the said talooka (formerly included in the principal Collectorate of Dharwar) which are named in the margin, gave in a "Kyfeeut," or detailed statement regarding their alleged acquisition, and continuance as inam.

1. Mouza Kublapoor.
2. Muzzra Kenchunhuttee, a hamlet of Mouza Nundee.
3. Mouza Woteemuroo.

4. Before proceeding with any further inquiries in the Padshapoor Talooka, the present Inam Commissioner considered it necessary to obtain instructions as to how far the former proceedings of Government and its officers should be regarded as fettering, or otherwise affecting the proposed inquiry regarding nine villages and certain lands in that talooka, comprising the three villages above mentioned, as claimed by Anajee Nursew, who had meanwhile deceased.

5. With this object, the Inam Commissioner addressed to the Chief Secretary to Government a letter No. 251, dated 18th June 1846, as follows:—

"Sir,—I have the honor to bring to the notice of Government the following facts:—

"2. In the year A. D. 1820 a 'Dehjhara,' or list of all the villages in the Dharwar Soobha, was drawn up by the Principal Collector of that district, and sent to the Commissioner in the Deccan, to be tested by a comparison with the Paishwa's accounts at Poona.

"3. In A. D. 1821 [on the 21st February] the Commissioner forwarded to the Principal Collector of Dharwar a memorandum of points connected with the dehjhara in question, which appeared to require explanation; and I shall now detail the purport of such parts of this memorandum as refer to certain villages, &c. in the Padshapoor Talooka, regarding which I am about to submit a question (stated in the 18th paragraph) for the decision of Government.

"4. In the Dharwar dehjhara two hamlets, viz. Muzzra Chilbhawee and Muzzra Kunveenhuttee, had been entered as the jooree inams of Lingo Dewurow Deshpandey; the Commissioner, being unable to find in the Paishwa's duftur any mention of such villages, required information as to whether they belonged to any other district, or to Padshapoor;

1. Chilbhawee.
2. Kunveenhuttee.

of what villages they were the hamlets; from what period they had been held by the Deshpandey, and under whose grant; what was their kumal, or their actual rental; and what the amount of jooree paid for them.

6 "5. In the dehjhara three villages, viz. Mouza Ranjunkuttee, Mouza Gootee, and Mouza Goojunhall, were entered as the jooree inams of Russool Desaee; one, viz. Mouza Gorulkoondurgee, as that of Balkrishn Dewurow; and two, viz. Mouza Kublapoor and Mouza Woteemuroo, as those of Anajee Nursew. But, as all these appeared entered in the Paishwa's duftur as '*Khalsat*' villages, the Commissioner required to know from what period, and under whose grant, they had been held as jooree inams.

3. Ranjunkuttee.
4. Gootee.
5. Goojunhall.
6. Gorulkoondurgee.
7. Kublapoor.
8. Woteemuroo.

"6. There was also one hamlet, Muzzra Kenchunhuttee, entered in the Dharwar list as khalsat, under the head of 'Resumptions from Gurudapa Naik'; and as there was no mention of any such hamlet in
7 the Paishwa's accounts, the Commissioner in his memorandum inquired what its history might be.

9. Kenchunhuttee.

"7. The Principal Collector of Dharwar drew up a 'Yad' in reply to the Commissioner's memorandum of A. D. 1821, mentioned in the 3rd paragraph, which yad is without date, but appears to have been sent with a letter dated 11th April, and is endorsed as received at the Commissioner's cutcherry on the 16th April 1823. The following is the purport of the explanation given by the Principal Collector regarding the nine villages mentioned in the last three paragraphs:—

"'Muzzra Chilbhawee, of Kuryat Koondurgee, was originally a hamlet comprised in the village of Roostumpoor, but was granted
8 1. Chilbhawee. by the Beenewala to Lingo Dewurow, Deshpandey of p
Padshapoor, in Fuslee 1212, [A. D. 1802-03], since which period it has been held by e
him. Having been obtained previous to A. D. 1803, it should be continued as an hereditary jooree inam: such is the arrangement* of Fuslee 1228 [A. D. 1818-19].

"'Muzzra Kunveenhuttee also belonged to Roostumpoor, and was granted on fixed quit-rent by Anundrow Ramchunder Sursoobhedar
2. Kunveenhuttee. to the same Deshpandey in Fuslee 1218 [A. D. 1808-09], since which period it has been continued. This muzzra, having been acquired *since* A. D. 1803, should be continued during the life of the said Deshpandey, at
9 half its kumal rental, and made khalsat at his death; so it was settled in Fuslee 1228 [A. D. 1818-19].

"'Mouza Ranjunkuttee, of Summut Ankulgee, was granted by the Beenewala, at a jooree tax of Rs. 50, to Russool Desaee, in Fuslee 1214
3. Ranjunkuttee. [A. D. 1804-05], and has been since continued. It should remain with him till his death, and be then resumed by Government. Such is Mr. Chaplin's arrangement, made in Fuslee 1828 [A. D. 1818-19].

"'Mouza Gootee, of Summut Ankulgee, was granted by the Beenewala to Russool Desaee, in Fuslee 1210 [A. D. 1800-01]. As the latter
4. Gootee. obtained it previous to A. D. 1803, it should be continued
10 as his hereditary jooree inam: such is the rule of Fuslee 1828 [A. D. 1818-19].

"'Mouza Goojunhall was granted by the Beenewala in Fuslee 1212 [A. D. 1802-03], and has been since continued to the same
5. Goojunhall. Desaee. It should be treated as Mouza Gootee.

"'Mouza Gorulkoondurgee was granted to Balkrishn Dewurow Deshpandey by the Beenewala, in Fuslee 1214 [A. D. 1804-05], and
6. Gorulkoondurgee. has since continued as a jooree inam. As it was obtained later than A. D. 1803, it should be continued at half its kumal rental till the

* "Allusion is here made to Mr. Elphinstone's Inam Rules of A. D. 1818."

death of the said Deshpandey, according to the arrangement of Fuslee 1228 [A. D. 1818-19], and then resumed by the Sirkar. 11

"'Mouza Kublapoor was granted to Anajee Nursew, Deshpandey of Kuryat Ankulgee, by the Beenewala, in Fuslee 1214 [A. D. 1804-05], from which period to the present it has been continued.

7. Kublapoor.

"'Mouza Woteemuroo was granted to the same Deshpandey by Purseram Khunderow, in Fuslee 1221 [A. D. 1811-12], from which period to the present it has been continued.

8. Woteemuroo.

"'General Munro issued an order that all the wuttuns* of the said Anajee Nursew Deshpandey should be continued for the future, as they had continued up to the introduction of the Company's Government.

"'Muzzra Kenchunhuttee is a hamlet of Mouza Nundee. It was granted by the Beenewala in Fuslee 1210 [A. D. 1800-01] to Goorudapa Naik, who executed an inam puttr, transferring it to the Padshapoor Deshpandey, Anajee Nursew, in Fuslee 1218 [A. D. 1808-09], and it has since continued with the latter. This muzzra was entered in the dehjhara under the head of "Juptee" [resumed], but it should be entered among the "Jooree" villages. 12

9. Kenchunhuttee.

"'General Munro gave a letter that as many of Anajee Nursew's wuttuns [including this hamlet†] as had been continued up to the introduction of the Company's Government, should be continued as of old, and the hamlet in question is thus continued. 13

"8. On the 10th August A. D. 1824 the Commissioner in the Deccan replied to the Principal Collector's yad above mentioned in a letter, from which the following are extracts:—

"'The title by which certain inam and other alienated villages in the Southern Mahratta Country [are held] appearing, on a comparison of the accounts received from your cutcherry with the Poona duftur, to be of a doubtful nature, a memorandum on the subject was forwarded to you about three years ago.‡ Your explanation,§ subsequently received, having now undergone an examination, the result of which differs materially from the accounts forthcoming in this office, I have now the honor to point out to you those differences in detail:— 14

"'PADSHAPOOR TALOOKA.

'*List of Villages held in this Talooka by Zumeendars, with the Holders' Names.*

'1. By Lingo Dewurow and Lingo Appajee, Deshpandeys of Summut Koondurgee:—

Muzzra Chilbhawee	1	
Kunveenhuttee	1	
		— 2

'2. By Russool Khan Desaee, in Summut Ankulgee:—

Mouza Gootee	1	
Goojunhall	1	
Ranjunkuttee	1	
		— 3

'3. By Ramajee Bhurmajee and Balkrishn Deo Row, Deshpandeys of Kuryat Ankulgee:—

Mouza Gorulkoondurgee	1

* 'Woteemuroo was *not* a wuttun of the Deshpandey, but a *new* inam."

† 'But his wuttuns did *not* include this hamlet; and it is not mentioned in General Munro's letter."

‡ 'This refers to the memorandum referred to in the 3rd paragraph."

§ 'Namely the yad quoted in the 7th paragraph."

" '4. By Anajee Nursew, Deshpandey of Ankulgee:—

Muzzra Kenchunhuttee	1
Mouza Kublapoor	1
Mouza Woteemuroo	1
	— 3
Total of Mouzas and Muzzras	9

" ' The explanatory statements show that the Mamlutdars granted the above enumerated villages at different periods between the Fuslee years 1210 and 1221, and the Zumeendars have also given in a memorandum, stating these villages to have been granted to them. But on referring to the duftur, the propriety of continuing those lands and villages to the holders appears very questionable. Further inquiry should therefore be made, and copies of the Mamlutdars' sunnuds, &c. ought to be taken, and forwarded to this office, with any further intelligence
16 procurable.'

" 9. The Commission obtained the extract given in the last paragraph from the Commissioner's register of outward letters. The original appears to have been lost at Kittoor, during the disastrous occurrences of November 1824.

" 10. The draft of a Mahratta memorandum on the same points, evidently prepared about the same time, though not bearing any date, has been found in the Commissioner's duftur. It contains comments on the Principal Collector's yad of explanations, mentioned in paragraph 7, but by whom drawn up does not appear. The purport of this yad is as follows:—

17 " ' It is said in the statements sent from the soobha [of Dharwar] that villages and lands were granted to the Desaees, Deshpandeys, &c. of Purgunna Padshapoor, between Fuslee 1210 (Soorsun Ehude Meiatain) [A.D. 1800-01] and Fuslee 1221 (Soorsun Eesunee Ashur) [A.D. 1811-12]. The entries of these have been looked for in the duftur, and the following reasons for disagreeing [with the Principal Collector] are evident.

" 'It is stated in the [Principal Collector's] answer to the [Commissioner's] objections that—

" ' " Muzzra Chilbhawee, of Kuryat Koondurgee, was originally included in Mouza Roostumpoor. In Fuslee 1212 [A. D. 1802-03] the Beenewala granted it in inam to Lingo Dewurow and Lingo Apajee, Deshpandeys of
18 Summut Koondurgee, and it has been continued from that time to the present. This hamlet, having been obtained previous to A. D. 1803, should be continued hereditarily as a jooree inam. So it was settled in Fuslee 1228 [A. D. 1818-19].

" ' " Muzzra Kunveenhuttee was also included in Roostumpoor, and was given by Anundrow Ramchunder Sursoobhedar at a fixed quit-rent in Fuslee 1218 [A. D. 1808-09], from which period to the present it has been continued. This muzzra having been acquired since A. D. 1803, should be continued at half its rental till the present incumbent's death, when it should be entered as khalsat. Such is the arrangement of Fuslee 1228 [A. D. 1818-19]. "

19 " ' Such is the purport of the answer to the [Commissioner's] objections. As to what is stated in the kyfeeuts sent in, it cannot be tested by the duftur, as there are no accounts of the years in question. There are, however, accounts of Fuslee 1222 [A. D. 1812-13] in the duftur, in which Mouza Roostumpoor is entered as a khalsat village, as formerly. And in Fuslee 1223 [A. D. 1813-14], an azmas of the mahals and villages of the Carnatic was given to Trimbukjee Dengle, in which the revenues of Purgunna Padshapoor are entered at the same amount as

they were in Fuslee 1190 [A. D. 1780-81], and there is no deduction made on account of these muzzras, or of the land granted in the years in question, but the whole amount is brought to account.

" 'It is stated [in the Principal Collector's explanation] regarding Russool 20
Khan Desaee's holdings, that

" ' " Mouza Gootee, of Summut Ankulgee, was granted by the Beenewala in Fuslee 1210 [A. D. 1800-01], and has since continued. As it was obtained before A. D. 1803, it should, according to the rules of Fuslee 1228 [A. D. 1818-19], be continued hereditarily as a jooree inam.

" ' " Mouza Ranjunkuttee, of Summut Ankulgee, was granted by the same authority, at a fixed jooree tax of Rs. 50, in Soorsun Khumus Meiatain (Fuslee 1214) [A. D. 1804-05], and has since continued. It should, therefore, according to the arrangement made by Mr. Chaplin in Fuslee 1228 [A. D. 1818-19], be continued at half its kumal rental during the life 21
of the holder, and afterwards resumed by the Sirkar."

" 'Such is the explanation written [by the Principal Collector]; but the Beenewala has given a written statement that in the years in question he had no jurisdiction; wherefore it does not appear that either these villages, or any land which he may have granted during those years, should be continued to the Zumeendars.

" 'The explanatory yad [from Dharwar] states, also, that

" ' " Mouza Goojunhall was granted as surv inam by the Beenewala, during Soorsun Sulas Meiatain (Fuslee 1212) [A. D. 1802-03], as a reward for [Russool Khan's] exertions during the rebellions, and has since been con- 22
tinued as a jooree inam. As it was obtained previous to A. D. 1803, it should, according to what was fixed in Fuslee 1228 [A. D. 1818-19], be continued hereditarily as a jooree inam."

" 'But there are no accounts in the duftur to show that the mahal was in the above year under the Beenewala's management, so that the village should be continued [only] after an examination of the title deeds at the soobha [of Dharwar].

" 'It is said in the reply [of the Principal Collector], that

" ' " Mouza Gorulkoondurgee was given by the Beenewala to Ramajee Bhurmajee and Balkrishn Dewurow, Deshpandeys of Kuryat Ankulgee, in Fuslee 1214 [A. D. 1804-05], and that it has since then been continued at a 23
jooree tax. As it was obtained later than A. D. 1803, it should be continued for life, at half its kumal rental, according to the arrangement of Fuslee 1228 [A. D. 1818-19], and afterwards resumed by the Sirkar."

" 'But the Beenewala has written that in the above year he had no jurisdiction; wherefore it does not appear that either this village, or any land he may have granted in the same year, should be continued to the said Zumeendars.

" 'It is stated in the [Principal Collector's] yad, regarding the holdings of Anajee Nursew, Deshpandey of Kuryat Ankulgee, and in his kyfeeut, that

" ' " Muzzra Kenchunhuttee, a hamlet of Mouza Nundee, was granted 24
as inam by the Beenewala in Fuslee 1210 [A. D. 1800-01], to Goorudapa, Naik of Chikuldinee; who, in Fuslee 1218 [A. D. 1808-09], executed an inam puttr transferring it to Anajee Row Nursew, with whom it has since continued.

" ' " Mouza Kublapoor was granted by the Beenewala, for services performed for the State, to Anajee Nursew, in Fuslee 1214 [A. D. 1804-05], and has since been held by him."

" ' But, considering that the Beenewala has stated that he had no jurisdiction in the above years, it does not seem fit that either these villages, or any lands
25 he may have granted during that period, should be continued to the Zumeendar in question.

" ' The yad also states, that

" ' " Mouza Woteemuroo was granted as inam [to the same Deshpandey] during the management of Purseram Khunderow Sursoobhedar, for services done at Poona in Fuslee 1221 [A. D. 1811-12]. This inam, not having been enjoyed for ten years, should be resumed, as such was the arrangement made for all the Zumeendars of the purgunna. But General [Munro] gave a writing to continue uninterruptedly to the said [Anajee Nursew] as
26 many of his wuttuns as had been continued up to the introduction of the present Government. Wherefore Mr. Chaplin issued a takeed to the Mamlutdar of Padshapoor, on the 17th July 1819, to continue uninterruptedly to the said Deshpandey his new villages and inam lands, without troubling him ; and according to this they are continued."

" ' But there are no accounts in the duftur to show whether or not the mahal was under the jurisdiction of the said [Purseram Khunderow] during the year in question. Wherefore [the village] is to be continued [only] after an investigation being made as to the title deeds at the soobha [of Dharwar].'

27 "11. The Commission has also found at Poona the registry of a Mahratta duftur yad on the same subject, which is endorsed as 'given in' [probably by the Commissioner's Dufturdar] on the 19th August 1824, 'for transmission to Dharwar,' though it does not appear to have been despatched by the Commissioner until the 22nd of the same month.* The purport of as much of this yad as relates to the villages of the Padshapoor Zumeendars is as follows† :—

" ' *List of Villages in Talooka Padshapoor returned as with the Zumeendars of that Purgunna.*

" ' With Lingo Dewurow and Lingo Apajee, Deshpandeys of Summut Koondurgee :—

Muzzra Chilbhawee	1	
Muzzra Kunveenhuttee	1	
		— 2

28 " ' With Russool Khan, Desaee :—

Mouza Gootee, of Summut Ankulgee	1	
Mouza Goojunhall	1	
Mouza Ranjunkuttee	1	
		— 3

" ' With Ramajee Bhurmajee and Balkrishn Dewurow, Deshpandeys of Kuryat Ankulgee :—

Mouza Gorulkoondurgee	1	
		— 1

" ' With Anajee Nursew, Deshpandey of Kuryat Ankulgee :—

Muzzra Kenchunhuttee	1	
Mouza Kublapoor	1	
Mouza Woteemuroo	1	
		— 3
Total Villages and Hamlets....		9

* The original has been since found in the Belgaum duftur, dated 22nd August 1824, and agreeing with this registry.

† " This is only a repetition of the objections made in the English letter of the 10th August 1824, quoted in the 8th paragraph."

" 'The [Principal Collector's] answer of objections, and the Zumeendars' statements, show that the above villages, and other lands, were given to the latter by Mamlutdars, &c. between Fuslees 1210 and 1221 [A. D. 1800-01 and 1811-12]; 29
but, on examining the duftur, there appear to be objections to continue the villages and lands in question; wherefore the copies of the whole of the sunnuds which were issued by the Mamlutdars, &c. for the grant of the above villages and lands should be sent to the Commissioner's cutcherry.'

" 12. In reply to the last mentioned yad, the Principal Collector of Dharwar wrote the following letter to the Commissioner, on the 4th April 1826 :—

" 'SIR,—I have the honor to transmit a Mahratta yad from the Dufturdars of this district, together with 18 copies of the original sunnuds and documents, being the authority under which the Zumeendars of the Padshapoor Talooka hold 30
their villages as inam, and called for in a Mahratta yad of the 22nd August 1824, received from your office. The English letter which gave cover to it is said to have been lost in the disturbance at Kittoor.'

" The accompaniments of this letter were a duftur yad and 18 copies of title deeds.

" 13. The purport of the duftur yad was as follows :—

" 'A yad dated Poona, 22nd August A. D. 1824, was received at Dharwar, regarding investigations to be made about Zumeendars' villages. This yad orders, that as there appear, from the entries in the Poona duftur, to be objections to the continuance of several villages held by Zumeendars, &c. in the Padshapoor 31
Mahal, copies of any sunnuds relating to them may be sent in: copies of the following documents are accordingly sent:—

" '*Regarding Lingo Dewurow and Lingo Apajee, Deshpandeys of Summut Koondurgee.*

" '1. A sunnud of Shideshwur Muheeputrow Beenewala, dated 9th Jummadil-Akhir, in Soorsun Sulas Meiatain and Alif [A. D. 1802-03], addressed to the Naiks and Patels of the said summut [Padshapoor], containing an entry about Muzzra Chilbhawee 1

" '2. A sunnud of Anundrow Ramchunder, Sursoobha Prant Carnatic, dated 27th Suwal, in Soorsun Teesa Meiatain and Alif [A. D. 1808-09], 32
addressed to Dewurow Roodr Deshpandey, about Muzzra Kunveenhuttee 1
— 2

" '*Regarding Russool Desaee.*

" '3. A sunnud of Shideshwur Muheeputrow Beenewala, dated 10th Tilkad, in Soorsun Ehude Meiatain and Alif [A. D. 1800-01], addressed to the Desaee, about Mouza Gootee 1

" '4. A sunnud of Shideshwur Muheeputrow Beenewala, dated 29th Saban, in Soorsun Khumus Meiatain and Alif [A. D. 1804-05,] addressed to the Mokuddums of the village about Mouza Goojunhall, the copy 33
of a copy, for the original sunnud is mortgaged with some one, and has not been produced 1
— 2

" 'They say there is no sunnud about Mouza Ranjunkuttee.

" '*Regarding Mouza Gorulkoondurgee, held by Ramajee Bhurmajee and Balkrishn Dewurow, Deshpandeys of Kuryat Ankulgee.*

" '5. A sunnud of Vittul Krishn Beenewala, dated 27th Jummadil-Akhir, in Soorsun Teesa Subaeen Meia and Alif [A. D. 1778-79], addressed to the Deshpandey 1

" '6. A sunnud of Shideshwur Muheeputrow, dated 16th Jummadil-Awul, in Soorsun Khumus Meiatain Alif [A. D. 1804-05], addressed to 34
the Deshpandey 1

"'7. A sunnud of Ramchunder Anundrow, Sursoobha Prant Carnatic, dated Ramzan, in Soorsun Ashur Meiatain and Alif [A. D. 1809-10]; addressed to the Deshpandey..... 1

— 3

" *Regarding the Villages of Anajee Nursew, Deshpandey of Kuryat Ankulgee.*

"'About Muzzra Kenchunhuttee three documents, viz :—

"'8. A sunnud of Shideshwur Muheeputrow Beenewala, dated 9th Zilkad, in Soorsun Ehudè Meiatain and Alif [A. D. 1800-01], granting the said village as inam to Goorudapa, Naik of Chikuldinee..... 1

35 "'9. A deed of the above Goorudapa Naik, dated 15th Mohurrum, in Soorsun Teesa Meiatain and Alif [A. D. 1808], transferring the said muzzra in inam to Anajee Nursew Deshpandey 1

"'10. A takeed of Mr. Chaplin, the copy of which is taken from the Hoozoor Register 1

— 3

"'About Mouza Kublapoor five documents, viz :—

"'11 and 12. Two sunnuds of the Beenewala Shideshwur Muheeputrow, dated in Soorsun Khumus Meiatain and Alif [A. D. 1804-05], one addressed to Nurso Anajee, and one to the Deshmookhs and Deshpandeys of the said kuryat 2

"'13 and 14. Two sunnuds of Keshorow Balkrishn, Sursoobha of Prant
36 Carnatic, dated 5th Suwal, in Soorsun Sheet Meiatain and Alif [A. D. 1805-06], one addressed to Nurso Anajee, and one to the Mokuddums of the village 2

"'15. A takeed addressed by Mr. Chaplin to the Padshapoor Mamlutdar, desiring the continuance to the said Deshpandey of Mouza Kublapoor, Mouza Woteemuroo, and lands, the copy of which is taken from the Hoozoor Register 1

— 5

"'About Mouza Woteemuroo two documents, viz :—

"'16. A sunnud of the Beenewala Shideshwur Muheeputrow, dated in Rubbee-ool-Awul, in Soorsun Khumus Meiatain and Alif [A. D.
37 1804-05], addressed to Nurso Anajee Deshpandey..... 1

"' 17. A sunnud of Ram Row Pandoorung, Soobhedar of Purgunna Padshapoor, dated 17th Zilkad, in Soorsun Eesune Ashur Meiatain and Alif [A. D. 1811-12], addressed to the village officers 1

— 2

"'There is also an entry of this village in Mr. Chaplin's takeed about Kublapoor, above described.

"'18. General Munro's sunnud, with a separate English writing, addressed to Anajee Row Deshpandey, about all his wuttuns 1

— 11

"' It was in consequence of this sunnud of General Munro, that Mr. Chaplin,
38 when the new [inams of Anajee Nursew] were resumed according to more recent rules, gave an order for their uninterrupted continuance, according to which they are still continued. The above are despatched 31st March A. D. 1826.'

"14. The following are translations of the 18 documents enumerated in the last quoted yad :—

"1st.—*Copy of a Letter dated 9th Jumadil-Akhir, Soorsun Sulas Meiatain and Alif* [A. D. 1802-03], *from Shideshwur Muheeputrow, to the Naiks and Patels of Kuryat Koondurgee, Purgunna Padshapoor.*

"'During the rule of the [Paishwa's] Sirkar in the above Purgunna, the Kurveerkur Raja took the tanna [of Koondurgee], and subjugated the whole prant.

Upon this Dewurow Roodr, Deshpandey of the above kurryat, in the year Meiatain [A. D. 1799-1800] brought the troops of the Sirkar, and, after great personal 39
exertion, re-established the authority of the [Paishwa] Sirkar, upon which the Sirkar was graciously pleased to confer on him a palkee as a mark of honour, and, for its support, inams of lands in several villages. Afterwards, on the above purgunna being ravaged by depredators, and the rule of the Sirkar discontinued, the Deshpandey went and resided elsewhere. But on the purgunna being again occupied by the Sirkar, the Deshpandey was recalled, when he has come and petitioned for the continuance of the inams formerly granted to him for his "Palkee Surinjam." Whereupon, taking into consideration his services to the Sirkar, 40
I have continued to him the following lands in surinjam :—

			Hoons.
"'In Kusba Koondurgee, ½ chigur, at 9¼⅛	hoons per	chigur....	4⅝¾*
In Mouza Aloor, ½ chigur, at 13¼	„	„	6¼⅛
„ Goomchenmurdee, ½ chigur, at 28⅛⅛	„	„	14⅛⅛
„ Singehullee, 1 ana of a chigur, at 59¼⅜	„	„	3⅛⅞½¼
„ Benchinmurdee, ¼ chigur, at 10¼	„	„	2⅛⅛
„ Guddahoolee, 2 anas of a chigur, at 13⅜¾	„	„	1⅛⅝½¼
„ Mawnoor, 2½ chigurs, at 7	„	„	17⅛⅛
„ Hutteealloor, ⅓ chigur, at 11½	„	„	5½⅛
„ Roostumpoor, ½ chigur, at 20	„	„	10
In Muzzra Chilbhawee, 17 koorees, at 1⅛⅛	„	kooree	19⅛⅛
„ „ a jooree of 1 kooree, at 1⅛⅛	„	„	1⅛⅛ 41
In Mouza Bhugrunhall, ¼ chigur, at 7⅛⅛⅛	„	chigur	1⅛⅞¼¼
„ Benbagee, ½ chigur, at 7⅝¼	„	„	3⅛⅞½¼
			92⅛⅞½¼

"'In all 6⅛⅛ chigurs and 18 koomrees of land, valued at hoons 92 ⅛⅞¼¼, are given to the Deshpandey as "Palkee Inam," and this letter is written that you may continue them as above, hereditarily, to the Deshpandey : a new sunnud is not to be required every year. Observe this.'

"2nd.—*Copy of a Sunnud dated 27th Shuwal, in Soorsun Teesa Meiatain and Alif* [A. D. 1809-09], *issued by Anundrow Ramchunder, Sursoobhedar of the Carnatic Prant, to Dewurow Roodr, Deshpandey of Kuryat Koondurgee, in* 42
the Purgunna of Padshapoor.

"'In consequence of the ravages and depredations committed by the troops of the Rajmundul, &c. Muzzra Kunvehuttee, of Mouza Roostumpoor, was deserted by the Inamdars and ryuts. Its bastions also had been dilapidated and fallen down. On my telling you from the Sirkar to restore the village, you represented that Muzzra Kunvehuttee was situated on the boundary of the Hookeree Talooka, and unless the bastion was repaired, and 5 or 10 Peeadas kept in it, and the place made capable of resistance, the ryuts could not be protected ; but that, if it were given to you on lease, it should be restored, the revenue fixed, and the Sirkar's 43
dues paid, according to agreement. Wherefore, considering, that unless protected, the village would be annihilated by the ravages of depredators, and the inroads of the Rajmundul, and also considering, that during the ravages of depredators, and the disputes of the Pindarees, you zealously performed your duty, and protected the tanna of the Sirkar, I have, in gratitude, agreed to grant to you the above muzzra, including jooree Inamdars, but excepting Hukdars, on permanent lease, at Rs. 85. You are therefore, according to your agreement, to restore the village, protect the tanna, and fix its revenue. Paying the above amount

* "There are several errors in the calculation of these items."

44 annually, and enjoying the village, you and your heirs are to remain comfortable. No remission for calamities, &c. will be granted, as is the custom of the country, and no oppression used, or increased puttee, &c. will be demanded. Observe this.'

"3rd.—*Copy of a Sunnud dated 10th Zilkad, in Soorsun Ehude Meiatain and Alif* [A. D. 1800-01], *issued by Shideshwur Muheeputrow to Sheikh Meera, wulud Sheikh Hoosen, Desaee of Turuf Lukmeshwur, Kuryat Ankle,* Purgunna Padshapoor.*

"'You represented at Kusba Belgaum that you had for a long time performed service, and requested that a new inam might therefore be conferred on you;
45 wherefore, taking into consideration the usefulness of your services, Mouza Gootee, in Turuf Yedulgood, Kuryat Ankle, of the above purgunna, is given to you in inam, and this sunnud is given as title to enjoyment. The above village, including all babs and perquisites, present and former puttees, but with the exception of Hukdars' and Inamdars', is given to you and your heirs hereditarily, and you are to perform the Sirkar's duty with honesty. Enjoy the village, and remain comfortable. Observe this.'

"4th.—*Copy of a Takeed, dated 29th Saban, in Soorsun Khumus Meiatain and Alif* [A. D. 1804-05], *from Shideshwur Muheeputrow, to the Mokuddums of Mouza Goojunhall, Turuf Lukmeshwur, Kuryat Ankle, Purgunna Padshapoor.*

46 "'Mouza Goojunhall is made doomalla from the present year to the wife of Sheikh Meera Desaee, as formerly: you are therefore to allow to her without obstruction the management of the said village. Observe this.'

"5th.—*Copy of a Sunnud dated 27th Jummadil-Akhir, Soorsun Teesa Subaeen Meia and Alif* [A. D. 1778-79], *issued by Vittul Krishn to Keshow Nursew, Deshpandey of Kuryat Ankle, Purgunna Padshapoor.*

"'In times of tumult and confusion you engaged Seebundees, and kept the tannas of the Sirkar; and, as you are of great service in the affairs of the Sirkar, I have in gratitude let to you in farm the village of Gorulkoondurgee, Kuryat Ankle,
47 in the above purgunna, with the exception of Inamdars' and Hukdars', but including all other rights and perquisites, for an annual sum of Rs. 150. You are accordingly to pay the above amount annually to the Sirkar. Populate the village; and you and your heirs manage it hereditarily. Perform the duty of the Sirkar, and remain comfortable. Former puttees and babs are remitted. Observe this.'

"6th.—*Copy of a Letter dated 16th Jummadil-Awul, Soorsun Khumus Meiatain and Alif* [A. D. 1804-05], *from Shideshwur Muheeputrow to the Naik and Patel† of Mouza Gorulkoondurgee, Kuryat Ankle, Purgunna Padshapoor.*

48 "'The above village was continued on farm to an ancestor of Balkrishn Dewjee Deshpandey, for an annual sum, Rs. 150. Subsequently the village was taken by the Sirkar, wherefore the Deshpandey came and represented [the circumstances], upon consideration of which, and as his services are of use to the Sirkar, Rs. 130 out of the sum of Rs. 150 are remitted, and the village is given in inam on contract for the sum of Rs. 20, and he is to manage it accordingly.

* "This name occurs both in its present form and as Ankulgee."

† "In the yad quoted in the 13th paragraph, a letter of this date, addressed to the Deshpandey, is said to have been sent to Poona. It has not been found. But even if the yad be not in error, which is likely, the letter to the Deshpandey must have been to the same effect as that to the village officers here quoted, which has been found in the Belgaum duftur."

You are not to wait for another letter. A copy of this is to be taken, and the original given as title to enjoyment. Observe this.'

" 7th.—*Copy of a Sunnud dated 10th Ramzan, Soorsun Ashur Meiatain and Alif* 49
[A. D. 1799-1800], *issued by Ramchunder Anundrow, Sursoobhedar Prant Carnatic, to Balkrishn Dewjee, Deshpandey of Kuryat Ankle, Purgunna Padshapoor.*

" ' The village of Gorulkoondurgee, in the above Kuryat, was formerly given to you by the Beenewala on contract for Rs. 20. Narrainrow Annajee Comavisdar has requested that the amount of Rs. 20 may be remitted, and the village continued as inam, as you had been of much use in the Sirkar's affairs. Upon which, understanding that you are of use to the Sirkar, and being favourable towards you, the sum of Rs. 20 is remitted, and the village given in inam to you 50
and your heirs hereditarily, exclusive of Inamdars', but including all rights and perquisites. Enjoy it, and remain comfortable. Observe this.'

" 8th.—*Copy of a Sunnud dated 9th Zilkad, Soorsun Ehude Meiatain and Alif* [A. D. 1800-01], *issued by Shideshwur Muheeputrow to Goorudapa Naik wulud Fukeer Naik, of Muzzra Chikuldinee, Mouza Shahabundur, Kuryat Koondurgee, Purgunna Padshapoor.*

" ' You came and represented that you would remain under the orders of the Sirkar, and be always ready to perform your duty with honesty and sincerity; and requested that, out of compassion, Muzzra Kenchunhuttee, of Mouza Nundee, Kuryat Ankle, may be given in inam to you: upon which, believing that 51
you will be serviceable and obedient to the Sirkar, the above village, excepting Inamdars' and Hukdars', is given to you as an hereditary jooree inam, at a tax of Rs. 5. Accordingly, pay the above sum, annually, performing the Sirkar's duty with honesty and sincerity. Enjoy it, and remain comfortable. Observe this.'

" 9th.—*Copy of an Inam Puttr, dated 15th Mohurrum, Soorsun Teesa Meiatain and Alif* [A. D. 1808-09], *executed by Goorudapa Naik bin Fukeer Naik, Naik of Chikuldinee, Sur Naik of Purgunna Padshapoor, in favour of Nursingrow Dada, Deshpandey.*

" ' In every matter relating to my wuttun you have been of much service to 52
me with the Sirkar, procuring my advantage in all things. In acknowledgment of this I have given to you, as an hereditary inam, Muzzra Kenchunhuttee, in Kuryat Ankle, of the above purgunna. You are accordingly to enjoy it. No objection on any pretence will be made to its continuance, and my heirs will also continue it.'

" 10th.—*Copy of an Order No. 4, dated 3rd September,* addressed to the Mamlutdar of Padshapoor, taken from the Principal Collector's Register of Orders.*

" ' Your report No. 15 has been received, and the written deposition has been read. These were sent by you in consequence of the order issued when Anajee 53
Nursew Deshpandey made known at the Hoozoor that he obtained the village of Kenchunhuttee in inam from Chikuldinee Goorudapa Naik, to whom it was granted by the Beenewala, and that when, according to orders, the Chikuldineekur's holdings were placed under attachment, his village of Kenchunhuttee was seized along with them, although it had continued with him [the Deshpandey] for ten or twelve years as inam. On consideration, it is directed that the above village, granted by the Beenewala to the Chikuldineewala, and by him made

* " Of what year is not mentioned."

over with the original sunnud to Anajee Nursew Deshpandey, with whom it has
54 continued uninterruptedly for ten or eleven years, shall be restored to the Deshpandey's authority. The collections made from the village while under attachment should also be paid to him. No objections are to be made on this account. Observe this.'

" 11th.—*Copy of a Sunnud dated 3rd Rubbee-ool-Awul, Soorsun Khumus Meiatain and Alif* [A. D. 1804-05], *issued by Shideshwur Muheeputrow to Nurso Anajee, Deshpandey Kuryat Ankle, Purgunna Padshapoor.*

" 'You requested that Mouza Kublapoor oorf Bhurmunhuttee Khoord, and Boodrook, situated in the above kuryat, might be conferred on you in inam;
55 upon which, being favourable to you, I have given to you the mouza, with its muzzra, in inam. You are to pay yearly a nuzzur of Rs. 40, enjoy the management hereditarily, and remain comfortable. Besides the above, no exaction will be made; and all puttees, &c. will be every year remitted. The village is granted to you, with its water, trees, and stones. Observe this.'

" 12th.—*Copy of a Letter dated 3rd Rubbee-ool-Awul, Soorsun Khumus Meiatain and Alif* [A. D. 1804-05], *from Shideshwur Muheeputrow to the Deshmookhs and Deshpandeys of Kuryat Ankle, Purgunna Padshapoor.*

" 'In acknowledgment that Nurso Anajee, Deshpandey of the above kuryat, is of service to the Sirkar, Mouza Kublapoor oorf Bhurmunhuttee, and Mouza
66 Woteemuroo oorf Kublapoor, with their muzzras, besides other inam lands in the above kuryat, have been granted to the Deshpandey, for which a separate sunnud has been given to him. On receipt of this takeed you are to make over the management of the villages, and their muzzras, and the other inam lands, and suffer them to be enjoyed according to the sunnud. You are to take a copy of this, and deliver the original letter to the Deshpandey, as title to enjoyment. Observe this.'

" 13th.—*Copy of a Sunnud, dated 5th Shuwal Soorsun Seet Meiatain and Alif* [A. D. 1805-06], *issued by Keshowrow Balkrishn, Sursoobhedar Prant Carnatic,*
57 *to Nurso Anajee, Deshpandey Kuryat Ankle, Purgunna Padshapoor.*

" 'You represented that in the year Khumus Meiatain [A. D. 1804-05], the Beenewala gave you Mouza Kublapoor oorf Bhurmunhuttee at a jooree tax of Rs. 40, as also new lands in several villages, as inam, but that, on account of the disturbances consequent on the departure of the Sursoobha's troops in the same year, no sunnud was issued by the Sursoobhedar for their enjoyment. Wherefore this sunnud is issued, remitting the jooree of Rs. 40; and the above village, with all water, grass, trees, and stones, as well as any new inam lands and villages that may have been given, is granted to you and your heirs hereditarily. Enjoy
58 the same, and remain comfortable. Observe this. What more need be written?'

" 14th.—*Copy of a Takeed dated 5th Shuwal, Soorsun Seet Meiatain and Alif* [A. D. 1805-06], *issued by Keshowrow Balkrishn, Sursoobhedar Prant Carnatic, to the Mokuddums of Mouza Kublapoor oorf Bhurmunhuttee.*

" 'The above village was in the year Khumus Meiatain [A. D. 1804-05], granted by the Beenewala to Nurso Anajee Deshpandey, at a jooree tax of Rs. 40, and a sunnud for the same was also given; but owing to the troops of the Sursoobha going away in the same year, a dispute arose, and the Deshpandey has
59 now asked for a sunnud from the Sursoobhedar, as a necessary title to enjoyment. Wherefore this sunnud is issued, remitting the jooree of Rs. 40. You are accordingly to make over the whole management of the village to the Deshpandey,

Nurso Anajee. A copy of this takeed is to be taken, and the original made over to the Deshpandey, as title to enjoyment. Observe this.'

" 15th.—*Copy of the Registry of a Takeed No.* 9, *dated* 17*th July, Fuslee* 1229 [A. D. 1819-20], *issued by the Principal Collector, to the address of the Mamlutdar of Purgunna Padshapoor.*

" 'I issued orders to increase the jooree on the new villages and inam lands held by Anajee Nursew, Deshpandey of Kuryat Ankulgee, and to place Kublapoor 60
oorf Woteemuroo under attachment. The Deshpandey's brother Nilkuntrow has since come to the Hoozoor, and produced a sunnud of the General [Munro], &c. Wherefore, on consideration, it is ordered, that although, according to the present rules, the orders for increasing the jooree and attachment of one village are valid, still, as the General has honoured the Deshpandey with the gift of a sunnud, you are to continue his holdings according to it. The amount of jooree levied from his new inam villages and lands beyond what they used to pay is therefore remitted; there is no need to importune him for payment, and the village of Kublapoor, which was placed under attachment, is to be restored to him. 61
You are to suffer the above new villages, with his inam lands, to continue uninterruptedly with the said Deshpandey, from the present year, without further objection. Observe this.'

" 16th.—*Copy of a Sunnud dated* 3*rd Rubbee-ool-Awul, Soorsun Khumus Meiatain and Alif* [A. D. 1804-05], *issued by Shideshwur Muheeputrow to Nurso Anajee, Deshpandey Kuryat Ankle, Purgunna Padshapoor.*

" 'In acknowledgment that you have been of great service to the Sirkar, Mouza Woteemuroo is conferred on you as a jooree inam, at a tax of Rs. 15, and this sunnud is given accordingly. You are, therefore, to pay the above sum 62
of Rs. 15, and, enjoying the whole village hereditarily, remain comfortable. Observe this.'

" 17th.—*Copy of a Takeed, dated* 17*th Zilkad, Soorsun Esune Ashur Meiatain and Alif* [A. D. 1811-12], *issued by Ramrow Pandoorung, Soobhedar of Purgunna Padshapoor, to the Mokuddums of Mouza Woteemuroo, Kuryat Ankle.*

" 'The above village was held as a leased inam by Nursingrow Anajee Deshpandey, for Rs. 15. This sunnud is now issued remitting the whole of the above amount. You are therefore to continue the village accordingly. Observe this.'

" 18th.—*Copy of a Sunnud dated* 25*th May* A. D. 1818, *issued by General Thomas* 63
Munro to Anajeerow, Deshpandey of Purgunna Padshapoor.

" 'You came to the Hoozoor, and represented that the wuttuns belonging to the office of Deshpandey of Purgunna Padshapoor have continued with you from the beginning; but that, now that the rule of the Company has commenced, it is necessary to issue an order to the Padshapoor Mamlutdar for [their] uninterrupted continuance. Wherefore, on consideration that when the Company took the fort of Belgaum you afforded much assistance, and that you have also 64
brought a statement from the Padshapoor Mamlutdar to the effect that the two inam villages Mouza Bhurmunhuttee and Mouza Kublapoor, of Kuryat Ankulgee, with fields, gardens, &c. have uninterruptedly continued with you as wuttuns* from of old [mamool pasoon], I *therefore* issue this sunnud, [by which] you are to enjoy the abovenamed wuttun, inam villages, &c., and to remain satisfied. As

* " But they had not so continued, and had nothing to do with the Deshpandey's wuttuns."

it has continued from of old [mamool pasoon], so will it continue without interruption, and without any vexation given to you.'

" Here follows the date, &c. and signature of Sir Thomas Munro.

" Below this document the following lines are written in English :—

65 " ' The Inamdar having been very useful during the siege of Belgaum, I have directed his villages of Burramhutty and Kublapoor, with the separate lands, to be continued by the Company's Amildars in the same manner as under the Peshwa's Government.

(Signed) " ' T. Munro.'

" 15. No answer was returned to the Principal Collector's letter quoted in the 12th paragraph until November 1826, and in the meanwhile the Commissioner, who would probably have come to a final decision on the questions which formed the subject of the correspondence quoted in this letter, had apparently left his office in Poona, for, on the records of the Principal Collector of Dharwar, is found the following letter :—

No. 313 of 1826.

66 " ' Sir,—I have the instructions of the Honorable the Governor to acknowledge the receipt of your letter to the address of the late Commissioner, dated the 4th of April last,* giving cover to certain documents† relative to the alienated villages and lands in the Padshapoor Talooka, and in reply to forward the enclosed Mahratta paper, drawn up by the Government Dufturdar.

" ' I have, &c.

(Signed) " ' J. Warden,

" ' Sub-Secretary to Government.

" ' *Camp at Salpee, 16th November* 1826.'

" 16. The following is a translation of the ' Mahratta paper drawn up by the Government Dufturdar,' which accompanied Mr. Warden's letter :—

67 " ' A memorandum having been written,‡ desiring that as on examination of the entries in the duftur, &c. regarding the villages and lands held by the Zemindars of the Padshapoor Talooka, there appeared objections to their continuance, copies of all the sunnuds issued by the Mamlutdars and others who had granted the said villages and lands should be sent to the Commissioner's cutcherry, copies of certain sunnuds were accordingly sent on the 31st March§ A. D. 1826. These are not entered in the duftur. But rules were established in Fus-
68 lee 1228 [A. D. 1818-19], according to which [the villages, &c.] are to be continued &c. as below set forth :—

" ' Lingo Dewurow and Lingo Appajee Deshpandeys.—It is stated in the kyfeeut of these persons taken in Fuslee 1232 [A. D. 1822-23], that the Beenewala gave them 7 chigurs and 8¼ anas of land in Fuslee 1212 [A. D. 1802-03], but on looking at the copy of the sunnud, it now appears that only 6 chigurs and 3 anas are entered in it. This quantity is to be continued according to the rules of Fuslee 1228 [A. D. 1818-19], and as to the remaining 1 chigur 5¼ anas, and any other land held [by the above Deshpandeys], these have probably been
69 continued after examination of sunnuds, wherefore copies of such sunnuds should be sent; and should there not be any sunnud, then an explanation should be sent of the grounds on which they are continued.

* " Namely, the letter quoted above in the 12th paragraph."

† " Namely, the duftur yad quoted in the 13th, and the 18 copies quoted in the 14th, paragraphs."

‡ " Namely the Commissioner's memorandum, quoted in the 11th paragraph."

§ " The date of the Mahratta duftur yad quoted in paragraph 13 is given, instead of that of the English letter quoted in paragraph 12, with which it was forwarded."

" ' Russool Khan Desaee.—Out of the villages and lands to be continued to this person there is a sunnud of the Beenewala, dated in Fuslee 1210 [A. D. 1800-01], regarding Mouza Gootee, wherefore it is to be continued according to the rules. Regarding Mouza Goojunhall, it is stated in the former kyfeeut that it was granted in surv inam in Fuslee 1212 [A. D. 1802-03], but in the takeed puttr of Fuslee 1214 [A. D. 1804-05], addressed by the Beenewala to the Mokuddums of the village, which has now been sent, it is ordered that as the said village was made 70
doomalla as before from the current year to the wife of Sheik Meera Desaee, they [the Mokuddums] were to act in subjection to her, and yield to her the umul of the village without objection. Now the statement in the kyfeeut formerly sent is to the effect that the village was given as inam in Fuslee 1212 [A. D. 1802-03].' An explanation should, therefore, be sent, as to the grounds on which that statement was made, and as to the connection between the wife [of Sheikh Meera] and the abovementioned Russool Khan. It is stated in the present yad [viz. that of the 31st March 1826], that they say there is no sunnud regarding 71
the village of Rajunkuttee, and there are other lands for which no copies of sunnuds have been forwarded. If there are sunnuds, copies should be forwarded; if not, an explanation should be sent of the grounds on which the said village and lands are continued.

" ' Ramajee Bhurmajee and Balkrishn Dewurow.—Out of the villages and lands to be continued to these persons three sunnuds about Mouza Gorulkoondurgee were sent. One of these is a sunnud of Fuslee 1188 [A. D. 1778-79], but there are in the duftur accounts of the Beenewala's management, dated in Fuslee 1204 [A. D. 1794-95], in which this village is entered as a Government khalsat one. 72
There is also a sunnud of the Beenewala, dated in Fuslee 1214 [A. D. 1804-05], in which it is said that the village is to be held hereditarily for an annual payment of Rs. 20, and a sunnud of Ramchunder Anundrow, Sursoobhedar, dated in Fuslee 1219 [A. D. 1809-10], in which the said Rs. 20 are remitted; but as this person never was appointed Sursoobhedar, the sunnud is not valid. For these reasons the Rs. 20 should not be remitted; and, moreover, according to the rules of Fuslee 1228 [A. D. 1818-19], half the kumal assessment should be levied during [the incumbent's] life, and the case disposed of afterwards according to the rules. As to the 4½ chigurs of land, should there be a sunnud for it, 73
a copy should be forwarded, and a statement of the nature of its enjoyment sent in: should there not be one, an explanation should be sent as to the grounds on which it is continued.

" ' Anajee Nursew Deshpandey holds villages and lands. With respect to these there is a sunnud of the Beenewala, dated in Fuslee 1214 [A. D. 1804-05], in which it is said that Mouza Kublapoor oorf Bhurmunhuttee, with its muzzras [hamlets], was to be held as hereditary inam for an annual nuzzur of Rs. 40; and also a sunnud of Keshowrow Balkrishn, dated in Fuslee 1215 [A. D. 1805-06], 74
in which it is said that the above nuzzur of Rs. 40 is remitted, and that the inam is to be hereditary.

" ' Regarding Wutteemundgoo * oorf Kublapoor, the Beenewala issued a sunnud in Fuslee 1214 [A. D. 1804-05] granting this village as an hereditary inam, at a jooree tax of Rs. 15, and in Fuslee 1221 [A. D. 1811-12] Ram Row Pandoorung Soobhedar remitted this tax of Rs. 15. So it is written.

" ' Besides the above, the Beenewala, in Fuslee 1214 [A. D. 1804-05], granted surv inam and gootga lands, amounting to 2 chigurs 15 anas, and in Fuslee 1218 [A. D. 1808-09] Anundrow the Sursoobhedar granted as surv inam 75

* "Error for Woteemuroo."

3 chigurs and 1 ana more, amounting in all to 6 chigurs. No copy of any sunnud for this amount has been received.

" ' At the time when General Munro took the fort of Belgaum, the Inamdar afforded him great assistance, wherefore he [the General] gave him a Mahratta and English sunnud; dated 25th May A. D. 1818, ordering that the above villages and lands should be continued uninterruptedly, as they had been continued by the Paishwa's Sirkar up to the introduction of the Company's Government. According to the rules made in Fuslee 1228 [A. D. 1818-19], an increased jooree
76 should have been imposed, and the holdings in question continued for life only at half assessment; but Mr. Chaplin,* on seeing the abovementioned sunnud, issued an order dated 17th July Fuslee 1229 [A. D. 1819-20], that the increased jooree imposed on the Inamdar's new villages and lands should be remitted, there being no need to trouble him on this account, and that the village called Kublapoor, which had been resumed, should also be restored to him, and the whole of the above villages and lands should be continued uninterruptedly and without
77 obstruction to the Deshpandey. Wherefore it appears that the rules of Fuslee 1228 [A. D. 1818-19] are not applicable to the case in point; but that the villages and lands should be continued at their first jooree, in the same manner as the Deshpandey's original wuttuns, according to the conditions of the Beenewala's and Sursoobhedar's sunnuds. The sunnuds and letters in question having been issued as above since the introduction of the present Government, there is no occasion to send copies of the sunnuds for the inam lands.

" ' As for the village Kenchunhuttee, it was granted in Fuslee 1211 [A. D. 1801-02] by the Beenewala to Goorudapa Naik Chikuldinee, at a fixed jooree tax
78 of Rs. 5, with a sunnud declaring it hereditary, and transferred in perpetuity to the Deshpandey in Fuslee 1218 [A. D. 1808-09], by the said Naik, who executed an inam puttr to that effect, and also gave up the Beenewala's deed in his favour. Afterwards the Sirkar, having become displeased with the Naik, resumed the whole of his villages, wuttuns, &c., and among these the village in question was entered as resumed, until Mr. Chaplin, having considered the above sunnud, and the enjoyment of the village, gave an order to the Mamlutdar, dated 3rd September, for
79 its release and continuance to the Deshpandey, so that it appears that this village is to be continued to the Deshpandey according to the rules.

" ' On asking the Beenewala's Carkoon, Bulwuntrow Chintamun, to produce his wywat accounts, in order to examine the entries respecting such of the above villages as were given by the Beenewala, he gave a written statement, on the 13th July A. D. 1824, that in the year Ehude Meiatain [A. D. 1800-01], the mahal was given from the Sirkar to Dowlut Row Sindey, and in Khumus Meiatain [A. D. 1204-05] to Keshowrow Lagoo, and that he [the Carkoon] had no accounts
80 for other years; and on looking at the copies of the sunnuds which had been brought from the soobha [of Dharwar], it appeared that the Beenewala had in both the abovementioned years given sunnuds, granting villages and lands in inam. Wherefore a letter was written to Shideshwur Muheeputrow Beenewala, requiring him to explain how he had given sunnuds granting inams as above, at a time when he had no jurisdiction in the mahal. His reply was that the persons in question had been very useful to the Sirkar, wherefore he had given them sunnuds granting inams in the years Ehude Meiatain and Khumus Meiatain
81 [A. D. 1800-01 and 1804-05]; that what his Carkoon Bulwuntrow Chintamun had written should not be believed, as it was all written in ignorance, as he was an inhabitant of Poona, and not at all acquainted with the management of the mahal. That in the year Ehude Meiatain [A. D. 1800-01] a sunnud had been

* "Mr. Chaplin was not then Commissioner, but Principal Collector."

written for, giving the mahal to Sindey, which never took effect, for that in Esune Meiatain [A. D. 1801-02] another sunnud had been issued again confirming him [the Beenewala], and that the management of the mahal had remained in his hands from the first until the year Khumus Meiatain [A. D. 1804-05], in the month of Magh, in which year he delivered it over to the Sursoobha. This reply, 82
dated 26th July A. D. 1826, is written by the hand of Shideshwur Muheeputrow Beenewala himself, and as persons acquainted with the circumstances state that the Carkoon is an inhabitant of Poona, and that the Beenewala himself used to reside at his mahal, it appears that the sunnuds of both of the above years were written by him while he held the Mamlut; therefore, as it is written how the above villages and lands are to be continued, &c. according to this it is to be done. Dated 16th November A. D. 1826, at Kopurd, in the Sattara Illaqua.'

"17. My object in detailing, at such length, the whole of the correspondence which 83
has taken place between the local authorities at Dharwar on the one part and the Commissioner or Government on the other, regarding the villages held as inam by the Padshapoor Zumeendars, is to place Government, as far as possible, in possession of every circumstance which may affect its decision on the question I have now the honour to submit.

"18. This question is whether or not 'the Mahratta paper [quoted in paragraph 16] drawn up by the Government Dufturdar,' which accompanied Mr. Warden's letter (quoted in paragraph 15) of 16th November 1826, is to be regarded in the light of a *Government decision*, or as anything more than the mere report of a Native officer on questions still to be decided.

"19. In the former case it would only be a loss of time were the Inam Commission 84
again to moot points considered as once finally set at rest by the order of a competent authority; but in the latter, I am of opinion that I can demonstrate, that the merits of the claimant's titles to some of the villages in question have *never been stated to the Commissioner or Government* so amply as to have enabled either to have come to a fair decision on them.

"20. The 'Mahratta paper' is without seal, signature, or other mark of authentication; and my own opinion is that it can only be looked upon as a simple report of the Government Dufturdar, still open to discussion, and that there is nothing to show that 85
Government had adopted any of its clauses as a final decision, nor that anything more was intended by Mr. Warden's letter than to refer the questions it treats of for the further consideration and report of the Principal Collector.

"21. I consider that it is necessary to send the original paper* for the inspection of Government, and beg that it may be returned with a decision on the question now submitted as soon as convenient, that I may know what course to adopt in investigating the titles by which the alleged inam villages in Padshapoor are claimed.

"I have, &c."

6. The decision of Government on the question above submitted was intimated in 86
the Chief Secretary's letter to the Inam Commissioner, No. 3446, dated 26th September 1846, as follows:—

"SIR,—I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter, dated the 18th June last, No. 251, submitting for the orders of Government the particulars connected with certain villages held in inam in the Padshapoor Talooka of the Belgaum Collectoate, and soliciting instructions whether the Mahratta paper having reference to the said inams, drawn up by the Government Dufturdar in 1826, is to be regarded in the light of a Government decision, or as anything more than the mere report of a Native officer on questions still to be decided. 87

* "The paper contains 10 bunds, each signed 'W. HART.'"

"2. In reply, I am desired to inform you, that on a consideration of all the circumstances detailed in your communication, His Honor in Council fully agrees with you in the opinion expressed in paragraph 20 of your letter, that the paper in question can only be looked upon as a report of the Government Dufturdar, drawn up for information on the points to which it relates, and that there is nothing to show that Government had adopted any of its clauses as a final decision, or that anything more was intended by Mr. Warden's letter than to refer the questions it treats of for the further consideration of the Principal Collector.

88 "3. The Honorable the Governor in Council, however, does not consider that there would be any objection to your availing yourself of that document as a clue to the discovery of facts and records substantiating the rights of the claimants, for which purpose it is herewith returned.

"I have, &c."

7. Meanwhile, in consequence of Anajee Nursew's death, the Collector of Belgaum, in a Canarese memorandum, dated 18th May 1844, required the opinion of the Inam Commissioner as to the course which should be followed regarding the continuance or otherwise of the villages held by the deceased Deshpandey.

8. The Inam Commissioner, in a Mahratta memorandum No. 835, dated 9th
89 October 1846, suggested that as in reply to a reference made in June (viz. that described above in paragraph 5), Government had decided (on the 26th September) that the tenure of the inam villages was to be inquired into and reported on, it would be well if the Collector would, *pending* the Inam Commissioner's Report, and the final decision of Government thereon, make over the management of the villages held by Anajee Nursew to his heir, but with an understanding on the part of the latter that this was to be only a temporary measure, and not any recognition of any right on his part against Government, whose final orders would take effect without regard to such intermediate arrangement. In a subsequent Mahratta yad, No. 16, dated 10th September 1847, the Acting Collector informed the Inam Commissioner that his advice on this
90 point had been followed, and that the villages had been made over for the present to Konher Row Anajee in October 1846, with a warning that he was to manage them only pending a decision as to his right to succeed to them as Inamdar.

9. After consideration of the deceased Anajee Nursew's title, as affected by the decision of Government on the general question explained above in paragraphs 4 and 5, and the evidence forthcoming from the State records obtained from Poona, the Inam Commissioner, on the 3rd of February 1847, submitted to Government a Report to the following effect:—

"*Report of the Commission appointed to investigate Titles to Inams, &c. on the Claim of Konher Row bin Anajee bin Nursew, to succeed his father, lately deceased, in the possession, as Jooree Inam, of Mouza Kublapoor, Mouza Woteemuroo,*
91 *and Muzzra Kenchunhuttee, Villages of the Padshapoor Talooka of the Belgaum Collectorate.*

"1. The Collector of Belgaum wrote, in A. D. 1844, to the Inam Commission, stating that Anajee Nursew, the holder of the abovenamed villages, had died; and requesting any information the Commission might be able to afford, to show whether or not the villages should be continued to his son.

"2. By the time the Commission had commenced its arrangements for investigating the history of the villages in question, with a view to submit the information necessary to enable Government to decide on the nature of their tenure, its labours had been, by
92 order of the Honorable Court of Directors, restricted to the Talookas of Nuwulgoond and Hooblee; and nothing was done in the matter of the abovementioned reference from the Collector of Belgaum.

"3. When the jurisdiction of the Inam Commission was again extended to the whole of the Southern Mahratta Country, this case was resumed, and a preliminary reference made to Government in the Commission's letter No. 251, dated 18th June last, regarding the force of a document connected with the alienation of several villages of Padshapoor, including those now under report. Government's reply to this reference has now been received, and the Commission will in the following paragraphs report its reasons for considering that Konher Row Anajee has no just claim to succeed to Kubla- 93
poor, Woteemuroo, or Kenchunhuttee, which ought to belong to Government.

"4. In the meanwhile the Commission has, in reply to the Collector of Belgaum, suggested that he should, pending the final decision of Government, permit these villages to be held by Konher Row Anajee, *on the express understanding that this is merely a temporary arrangement*, not to be looked on in any way as an acknowledgment of his [Konher Row's] title, and that it is to have effect *only until Government can decide what is to become of the villages.*

"5. The Commission, in stating to Government its proceedings in investigating the history of the villages under report, will commence by recording the purport of the 94
statement made by Anajee Nursew [since deceased] regarding his title, when examined by the Inam Commission, in A. D. 1843; as it is on Government's recognition or rejection of that title that the claim of his son Konher Row Anajee to succeed to the property will depend.

"6. *Examination of Anajee Nursew, made at Dharwar, on the 4th of September* 1843, *before H. E. Goldsmid, Esq., and Rao Buhadoor Moro Trimbuk, Members of the Inam Commission.*

"*Question I.*—What is your name; what were the names of your father and grandfather; and what are your caste, occupation, and age?

"*Answer I.*—My name is Anajee; the name of my father was Nursew, and that of 95
my grandfather Anajee; I am by caste a Deshusth Brahman, of the Smarth sect; my occupation is that of a Mootusuddee [writer and accountant]; and I am in the sixty-second year of my age.

"*Question II.*—Where were you born, where is the place of your original wuttun; and where do you now reside?

"*Answer II.*—I was born in Belgaum; the place of my original family wuttun is Kuryat Ankle [or Ankulgee], in Purgunna Padshapoor; my present residence is in Mouza Sooleebhawee, a village in Chintamun Row Saheb Putwurdhun's district of 96
Shahpoor.

"*Question III.*—What villages do you hold in Kuryat Ankle [or Ankulgee]; and are they surv inam, jooree inam, or what?

"*Answer III.*—I hold in Kuryat Ankle the three following villages, viz :—A, Mouza Kublapoor, otherwise Bhurmunhuttee; B, Mouza Woteemuroo, otherwise Kumulapoor; C, Muzzra Kenchunhuttee, a hamlet of the village of Nundee. These three villages are held by me as jooree inam.

"*Question IV.*—By whom, and at what period, were these villages granted as inam?

"*Answer IV.*—The villages [A and B] Kublapoor oorf Bhurmunhuttee and Wotee- 97
muroo oorf Kumulapoor, were granted in inam by Shideshwur Muheeputrow Beenewala in Fuslee 1214 (A. D. 1804-05); the third village, [C] Kenchunhuttee, was granted by Goorudapa, Naik of Chikuldinee, in Soorsun Teesa Ashur Meiatain and Alif (A. D. 1808-09).

"*Question V.*—By whom were the villages acquired, and on what account; and does the service, &c. for which they were granted still exist or not?

"*Answer V.*—A and B, Kublapoor oorf Bhurmunhuttee, and Woteemuroo oorf
98 Kumulapoor, were acquired by my father Nurso Anajee, who died twenty years ago. They were granted to him because he was of use to Shideshwur Muheeputrow the Beenewala. C, Muzzra Kenchunhuttee, the hamlet of Mouza Nundee, was granted to me, myself, in return for services performed by me for Goorudapa Naik of Chikuldinee. No service is now performed or due by me for any of the villages.

"*Question VI.*—Enumerate the family of the grantee, and of yourself.

"*Answer VI.*—My father had three sons: the eldest myself; the second, Nilkunt-
99 row; and the third Ramchunder Punt. I have two sons. My second brother, Nilkuntrow, died, leaving two sons; and Ramchunder Punt has five sons.

"*Question VII.*—Have the inams been continued without interruption since their grant, or have they ever been resumed? Should they have been so resumed, state what was the reason of this; in what year the resumption took place, and how and when it was removed. State, also, with whom the inams have continued since their release, and the reason of this.

"*Answer VII.*—Mouza Woteemuroo oorf Kumulapoor and Muzzra Kenchunhuttee were taken possession of by Government about A. D. 1819-20, under some rules pre-
100 scribed by Mr. Chaplin about A. D. 1818-19, for the settlement of Inamdars' claims. But afterwards, when this same gentleman had seen the sunnud given by Munro Saheb, he released the attached villages, which have since then continued in my possession without interruption. The remaining village, Kublapoor oorf Bhurmunhuttee, has been uninterruptedly continued from the first.

"*Question VIII.*—Was any jooree, eksalee, or other Government tax originally due for the inams in question; and what is now levied? Should any alteration have occurred in this respect, for what reason, and in what year did it take place?

101 "*Answer VIII.*—The inam villages are annually taxed as follows:—

A,	Kublapoor oorf Bhurmunhuttee ..... Rs.	45	1	0
B,	Woteemuroo oorf Kumulapoor	8	15	3
C,	Kenchunhuttee, the hamlet of Nundee.....	13	2	0
	Total....Rs.	67	2	3

This has been the amount of tax levied annually since A. D. 1818-19. Before that I used not to pay any tax; but occasionally, that is to say two or three times, the Sursoobhedars made levies from me. I cannot recollect the amount of their levies, but it may have been about the sum I have mentioned above. The years in which the levies were made were about A. D. 1815-16, 1816-17, and 1817-18.

102 "*Question IX.*—Are the inams you now hold the same which were first granted, or has any change or exchange taken place; and what proof is there of this?

"*Answer IX.*—The three villages I now hold are the same which were originally granted as inam: my only proof of this is my continued enjoyment of them.

"*Question X.*—Present any documentary evidence you may possess of the truth of the statements now made by you; and, if you have any other statement to offer in argument, do so. Should you wish to offer the parol evidence of witnesses, give a memo-
103 randum, stating the names, occupations, and abodes of your proposed witnesses; and say whether you yourself will produce the witnesses, or whether you require assistance in doing so?

"*Answer X.*—In proof of my statements I now produce 15 sunnuds, and other documents, with prepared copies thereof; and request that the copies may be examined and retained, the 15 originals being returned to me. I have no other matter to represent.

" *Questions XI. and XII.*—The 11th and 12th questions relate to the minor inams, and valuation of the villages.

" *Question XIII.*—You have stated that the village C, Kenchunhuttee, a hamlet of 104
Nundee, was given to you by Goorudapa Naik of Chikuldinee : but how did this person himself become possessed of it ? And when Goorudapa Naik gave you the village, did he do so with the consent of the Paishwa's Government ?

" *Answer XIII.*—Goorudapa Naik acquired the hamlet in question in A. D. 1800-01, by the grant of Shideshwur Row Beenewala. His transfer of it to me was made with the knowledge of the Soobhedar of Padshapoor.

" *Question XIV.*—You say that the gift of the village to you was made with the knowledge of the Soobhedar of Padshapoor : have you any documentary proof of this ? 105

" *Answer XIV.*—I may have some such evidence, but I cannot say. I have none with me.

" *Question XV.*—You state that you may have the required evidence : is it in your own possession, or in whose ?

" *Answer XV.*—I do not recollect.

" *Question XVI.*—Do any of the villages under inquiry belong to your wuttun as Deshpandey or not ?

" *Answer XVI.*—All of the three villages were granted on account of services performed ; and none of them belong to the Deshpandey's wuttun.

" *Question XVII.*—Have you any other emoluments, as included in your Deshpan- 106
dey's wuttun ?

" *Answer XVII.*—I have chowrat lands, and other emoluments, appertaining to my Deshpandey's wuttun.

" *Question XVIII.*—The three villages under inquiry have been entered in the accounts of Belgaum, &c. as belonging to the Deshpandey's wuttun : have you ever made any representation to Government regarding this ?

" *Answer XVIII.*—All the management was in the hands of my brother. I cannot tell whether or not he made any representation to the Sirkar, and I cannot recollect whether or not I ever made any representation myself on the subject. The above state- 107
ment is true, and I have nothing further to represent.

" (Signed by Anajee Nursew, Deshpandey, &c., authenticated by Mr. Goldsmid and Moro Trimbuk, Members of Commission.)

"7. The Commission has next to record the purport of each of the 15 documents produced as evidence of his title by Anajee Nursew, as stated in Answer X. above quoted. These are as follows :—

" 1*st.*—A sunnud dated 3rd Rubee-ool-Awul, in Soorsun Khumus Meiatain and Alif [A. D. 1804-05], purporting to be issued by Shideshwur Muheeputrow to Nurso Anajee, Deshpandey of Kuryat Ankle, 108
Purgunna Padshapoor, to the following effect :—

Relates to the Village A.

" ' You have requested that Mouza Kublapoor oorf Bhurmunhuttee Khoord, and Boodrook, situated in Kuryat Ankle, may be granted to you as inam ; wherefore, being favourably disposed towards you, I have given to you the mouza with its muzzra in inam. You and your descendants for ever are to enjoy it in consideration of the payment of a yearly nuzzur of Rs. 40 ; and you may remain comfortable. Besides the above, no exaction will be made, and all puttees, &c. will be every year remitted. The village is granted to you, with its water, trees, stones, &c. Observe this.'

" 2*nd.*—A sunnud dated on the same day, the 3rd of Rubbee-ool-Awul, in Soorsun 109
Khumus Meiatain and Alif [A. D. 1804-05], purporting to be issued by the same Shideshwur Muheeputrow, to the same Nurso Anajee, Deshpandey of Kuryat Ankle, to the following effect :—

Relates to the Village B.

" ' In acknowledgment that you have been of great service to the Sirkar, Mouza Woteemuroo is conferred on you as a jooree inam, at an annual tax of Rs. 15; and this sunnud is given accordingly. You are, therefore, to pay the above annual sum of Rs. 15, and you and your descendants are to remain comfortable, enjoying the whole village. Observe this.'

110 "*3rd.*—A letter dated on the same day, the 3rd of Rubbee-ool-Awul, in Soorsun Khumus Meiatain and Alif [A. D. 1804-05], purporting to be addressed by the same Shideshwur Muheeputrow to the Deshmookhs and Deshpandeys of Kuryat Ankle, to the following effect :—

Relates to the villages A and B.

" ' In acknowledgment that Nurso Anajee, Deshpandey of the above kuryat, has been of service to the Sirkar, Mouza Kublapoor oorf Bhurmunhuttee and Mouza Woteemuroo oorf Kumulapoor, with their muzzras, besides other inam lands in the above kuryat, have been granted to the Deshpandey, for which separate sunnuds have been given to him. On receipt of this takeed you are to
111 make over the management of the villages, with their muzzras, and suffer them to be enjoyed according to the sunnuds. You are to take a copy of this letter, and deliver the original to the Deshpandey, as a title for his enjoyment. Observe this.'

"*4th.*—A letter dated 5th of Shuwal, in Soorsun Seet Meiatain and Alif [A. D. 1805-06], purporting to be addressed by Keshowrow Balkrishn, Sursoobhedar of the Carnatic, to Nurso Anajee, Deshpandey of Kuryat Ankle, to the following effect :—

Relates to the Village A.

" ' You have represented that in the year Khumas Meiatain [A. D. 1804-05], the Beenewala gave you Mouza Kublapoor oorf Bhurmunhuttee at a jooree tax
112 of Rs. 40, besides new inams of lands in several villages; but that on account of the disturbances consequent on the departure of the troops of the Sursoobha in the same year, no sunnud was issued by the Sursoobhedar for their enjoyment; wherefore this sunnud is issued, remitting the jooree of Rs. 40, and the above village, with all its water, wood, stones, &c., and all new inam lands and villages, which may have been given, are granted to you and your heirs for ever, to enjoy the same, and remain comfortable.'

"*5th.*—A takeed dated 17th of Zilkad, in Soorsun Eesune Ashur Meiatain and Alif [A. D. 1811-12], purporting to be addressed by Ram Row Pandoorung, Soobhedar of Purgunna Padshapoor, to the

Relates to the Village B.

113 Mokuddums of Mouza Woteemuroo, as follows :—

" ' The above village was held as a leased inam by Nursingrow Anajee Deshpandey, at a fixed rent of Rs. 15. This sunnud is now issued, remitting the whole of the above amount. You are therefore to continue the village accordingly. Observe this.'

"*6th.*—A sunnud dated 9th Zilkad, in Soorsun Ehude Meiatain and Alif [A. D. 1800-01], purporting to be issued by Shideshwur Muheeputrow to Goorudapa Naik wulud Fukeer Naik, of Muzzra Chikuldinee, Mouza Shahabunder, Kuryat Koondurgee, Purgunna Padshapoor, to the following effect :—

Relates to the Village C.

" ' You have come and represented that you will remain under the orders of
114 the Sirkar, and be always ready to perform your duty with honesty and sincerity; and you have requested that out of compassion Muzzra Kenchunhuttee, of Mouza Nundee, in Kuryat Ankle, may be given to you as inam; wherefore, believing that you will be serviceable and obedient to the Sirkar, the said village, excepting Inamdars and Hukdars, is given to you as an hereditary jooree inam, at a fixed annual tax of Rs. 5. You are accordingly to pay this sum annually, performing service for the Sirkar with honesty and sincerity. Enjoy the village, and remain comfortable. Observe this.'

"7*th*.—A letter dated on the 10th of Zilkad, in Soorsun Teesa Meiatain and Alif [A. D. 1808-09], purporting to be addressed by Goorudapa Naik of Chikuldinee to the Mokuddums of Muzzra Kenchunhuttee, of Mouza Nundee, in Kuryat Ankle, to the following effect :— 115

Relates to the Village C.

"'Anajee Punt Ana Deshpandey has taken great pains [khutput] on my behalf with the Sursoobha, and has procured me the grant of villages, &c.; wherefore I have given him your village in inam. You are, therefore, to acknowledge Ana Deshpandey's right, to give the collections according to his orders, and to abide in subjection to him as long as the sun and moon endure. Observe this.'

"8*th*.—An order dated 16th of April A. D. 1818, purporting to be addressed by General Thomas Munro to Shreeneewas Row, Mamlutdar of Padshapoor, Belgaum, &c., to the following effect, as far as it regards Anajee Nursew's holdings :— 116

Relates to the Deshpandey's *Wuttun* Inams, and not to any of the three Villages under report.

"'You are to continue uninterruptedly to Anajee Nursew, Deshpandey, according to ancient usage, his wuttun, inams, &c., in the Padshapoor Talooka, in the same manner as they have been held by him from of old until last year.'

"9*th*.—A letter dated the 25th of May A. D. 1818, purporting to have been written at Merij by General T. Munro, to Anajee Row, Deshpandey of Purgunna Padshapoor, to the following effect :— 117

Relates to the Villages A and B.

"'You came to the Hoozoor, and represented that the wuttuns belonging to the office of Deshpandey of Purgunna Padshapoor have continued with you from the beginning; but that, now that the rule of the Company has commenced, it is necessary to issue an order to the Padshapoor Mamlutdar for [their] uninterrupted continuance. Wherefore, in consideration that when the Company took the fort of Belgaum you afforded much assistance, and that you have also brought a statement [Foot Note (1.)] from the Padshapoor Mamlutdar, to the effect that 118 the two inam villages, Mouza Bhurmunhuttee, and Mouza Kumulapoor, of Kuryat Ankle, with fields, gardens, &c. have been uninterruptedly held by you as wuttuns from of old [mamool pasoon], I therefore issue this sunnud, [by which] you are to enjoy the abovenamed wuttun, inam villages, &c., and to remain satisfied. In the same manner as it has continued from of old up to the introduction of the present Government, so will it continue without interruption, and without any vexation being given to you by the Company Sirkar.'

"Below this document the following lines are written in English :—

"'The Inamdar having been very useful during the siege of Belgaum, I have directed his villages of Burramhutty and Kublapoor, with the separate 119 lands, to be continued by the Company's Amildars, in the same manner as under the Paishwa's Government.

(Signed) "'T. Munro.'

"10*th*.—An order dated 18th December A. D. 1818, purporting to be addressed by the Principal Collector of Dharwar to the Mamlutdar of Talooka Padshapoor, to the following effect :—

Refers to the Villages A, B, and C.

"'Anajee Nursew, Deshpandey of Kuryat Ankle, holds as inam in your talooka the villages Bhurmunhuttee and Kumulapoor, besides chowrat fields, gardens, &c. His brother Nilkunt Nursew has represented at the Hoozoor that you have interfered with him, and are troubling him to go to you with his title 120 deeds. He has produced here his sunnuds, with detailed yads of his inam villages and lands, which have been examined. General Munro formerly issued

(1.) "This statement must have been a false one. Anajee Punt himself has admitted that none of the villages under report have anything to do with his wuttun; and this is proved by the title deeds he produces."

a takeed and sunnud for the uninterrupted continuance [of Anajee Nursew's holdings], so that there can be no excuse for giving trouble; yet you have opposed his collections. There is no occasion for you to interfere with his inam villages and lands, &c.; they are to be continued without opposition, and you will release the collections you may have hindered him from receiving. You are
121 to receive from him only the jooree tax due to Government, according to fixed custom. Besides the above, the Chikuldineekur and Russool Desaee have given the said [Anajee Nursew] inams out of their own inams, and the said [Nilkunt Nursew] complains that you have interfered with them also. There is no occasion for you to interfere with what the Inamdars have pleased to continue to him. Observe this.'

"11*th*.—An order No. 9, dated 17th July A. D. 1819, purporting to be issued by the Principal Collector of Dharwar to the Mamlutdar of Talooka Padshapoor, to the following effect :—

Refers to the Villages A and B.

122 "'I issued orders [Foot Note (II.)] to increase the jooree on the new villages and inam lands held by Anajee Nursew, Deshpandey of Kuryat Ankle, and to place Woteemuroo oorf Kumulapoor under attachment. The Deshpandey's brother Nilkuntrow has since come to the Hoozoor, and produced a sunnud of the General [Munro], &c. Wherefore, on consideration, it is ordered that although, according to the present rules, the orders for increasing the jooree, and for attaching one village are correct, still, as the General has honoured the Deshpandey with the grant of a sunnud, [Foot Note (III.)] you are to continue his
123 holdings according to it. The amount of jooree levied from his new inam villages and lands, beyond what they used to pay, is therefore remitted: there is no need to importune him for payment; and the village of Kumulapoor [or Woteemuroo], which was placed under attachment, is to be restored to him. You are to suffer the above new villages, with his inam lands, to continue uninterruptedly with the said Deshpandey, from the present year, without further objection. Observe this.'

"12*th*.—An order dated 3rd September 1819, purporting to be addressed by the Principal Collector of Dharwar to the Mamlutdar of Padshapoor, as follows:—

Refers to the Village C.

124 "'Your report No. 15 has been received, and the written deposition has been read. These were sent by you in consequence of the order issued when Anajee Nursew Deshpandey made known at the Hoozoor that he obtained the village of Kenchunhuttee in inam from Goorudapa Naik, of Chikuldinee, to whom it was granted by the Beenewala; and that when, according to orders, the Chikuldineekur's holdings were resumed, the village of Kenchunhuttee was seized along with them, although it had continued with him [Anajee Nursew] for ten or twelve years as inam. On consideration, it is directed that the above village,
125 granted by the Beenewala to the Chikuldineekur, and by him made over with the original sunnud to Anajee Nursew Deshpandey, with whom it has continued uninterruptedly for ten or eleven years, shall be restored to the Deshpandey's authority. The collections made from the village while under attachment should also be paid to him. No objections are to be made on this account. Observe this.'

"13*th*.—An order dated 4th June A. D. 1821, purporting to be addressed by the Principal Collector of Dharwar to the Mamlutdar of Talooka Padshapoor, to the following effect :—

(II.) "The order here alluded to is explained at paragraph 12."

(III.) "But the 'sunnud' here alluded to was given under the impression that the villages alluded to were part of the Deshpandey's wuttun, and was not an absolute, but a conditional or provisional one."

" ' The Deshpandeys of Summut Ankle have had Rs. 59-6-6 more than their jooree as paid last year permanently added to their jooree tax; and the share 126
of this additional sum which has been imposed on Anajee Nursew Deshpandey amounts to Rs. 25-9-3. But in consequence of Mr. Chaplin having issued a sunnud, in conformity with which no additional jooree was to be levied, I now send this order to inform you that it is unnecessary to trouble Anajee Nursew for the Rs. 25-9-3 which fall to his share of payment: you are to deduct this sum in your accounts, as it is remitted.

" ' Mr. Chaplin issued an order [No. 17] regarding this matter on the 9th July 1819, [Foot Note (IV.)] by which you are to abide.'

" 14*th*.—A document signed by Mr. Chaplin, on the 2nd of June A. D. 1826, of which 127
the following is the purport:—

" ' *Memorandum about Anajee Nursew, Deshpandey of Cusba* [Foot Note (V.)] *Ankle, in Purgunna Padshapoor.*

" ' This person has made a petition, setting forth that he holds in the above purgunna old and new inams of villages, chowrat lands, and gardens with lands, granted to him by Russool Desaee, and by the Chikuldineekur. He states that these were continued till the close of the Paishwa's Government, and that when General Munro besieged Belgaum, he [the petitioner] performed great service 128
for the Sirkar, and the General was kindly pleased to give him a sunnud in his own handwriting, ordering that his holdings should be continued to him without interruption, and they were accordingly thus continued at their regular jooree tax. The petitioner goes on to state that afterwards, when Mr. Chaplin became Principal Collector, and the Mamlutdar was troubling him [petitioner] to appear with his title deeds, the Principal Collector issued an order to the Mamlutdar, forbidding him to give any trouble about the title deeds, which would be examined at the Hoozoor; and that when the title deeds were examined, an order was issued to the Mamlutdar to continue his [petitioner's] inams without interruption. That afterwards, however, some rules were established, according 129
to which it was settled that he was to have only a life tenure; that one of his villages was to be resumed, and that his jooree tax was to be raised. That he therefore went to the Hoozoor, and showed the sunnud given to him by the General, on examination of which an order was issued to the Mamlutdar, stating that the resumption which was made under the rules was correct, as was also the increase of the jooree tax, but that as the General had honoured him [the petitioner] by giving him a sunnud, his villages, new inams, &c. were to be continued for the future without opposition. That according to this order, his 130
villages have been continued, and the increase of jooree remitted; but that the orders alluded to have remained with the Mamlutdars, and that he [petitioner] has no document about the matter in his possession. That the nature of a wuttun is to endure; and that he therefore hopes I will be so kind as to give him a writing under my own hand, conformable with the orders already issued to the Mamlutdars, so that no objection may arise to the continuance of his [petitioner's] property.

" ' Wherefore, according to the copies of the takeeds issued to the above-mentioned Mamlutdars, which have been sent from Dharwar by the Collector, 131
I certify them to have been as follows:—

(IV.) " Allusion is here made to the 11th document, quoted above, but the number and date have been by error transposed."

(V.) " ' *Cusba*' by error for ' *Kuryat*.' "

" ' " 1.—*Copy of a Takeed sent to the Padshapoor Mamlutdar.*' "

'" Here is inserted a copy of the document, which is the 12th one translated in this 7th paragraph.

" ' " 2.—*Copy of a Takeed sent to the Padshapoor Mamlutdar.*' "

" Here is inserted a copy of the document, which is the 11th one translated in this 7th paragraph.

" ' The above have been written and given to the said [Anajee Nursew]. They agree with the [copies] written and sent from the Dharwar Soobha at his request.

" ' (True copies)

(Signed) " ' W. CHAPLIN.

" ' *Bombay, 2nd June* 1826.'

132 " 15*th*.—A document which is headed as ' A Copy of such paragraphs in the Yad sent to Dharwar from the Duftur of the Commissioner's Cutcherry, on the 16th of November A. D. 1826, as relate to Anajee Nursew, Deshpandey of Purgunna Padshapoor.' The purport of this document is as follows :—

" ' Anajee Nursew Deshpandey holds villages and lands. With respect to these—

" ' There is a sunnud of the Beenewala, dated in Fuslee 1214 [A. D. 1804-05], in which it is said that Mouza Kublapoor oorf Bhurmunhuttee, with its muzzras [hamlets], was to be held as hereditary inam for an annual nuzzur of Rs. 40; and also a sunnud of Keshowrow Balkrishn, dated in Fuslee 1215 [A. D.
133 1805-06], in which it is said that the above nuzzur of Rs. 40 is remitted; and that the inam is to be hereditary.

" ' Regarding Wutteemundgoo [Foot Note (VI.)] oorf Kublapoor, the Beenewala issued a sunnud in Fuslee 1214 [A. D. 1804-05], granting this village as an hereditary inam, at a jooree tax of Rs. 15; and in Fuslee 1221 [A. D. 1811-12] Ram Row Pandoorung Soobhedar remitted this tax of Rs. 15. So it is written.

" ' Besides the above, the Beenewala in Fuslee 1214 [A. D. 1804-05], granted surv inam and gootga lands, amounting to 2 chigurs 15 anas, and in Fuslee 1218 [A. D. 1808-09] Anundrow, the Sursoobhedar, granted as surv inam 3 chi-
134 gurs and 1 ana more, amounting in all to 6 chigurs. No copy of any sunnud for this amount has been received.

" ' At the time when General Munro took the fort of Belgaum, the Inamdar afforded him great assistance; wherefore he [the General] gave him a Mahratta and English sunnud, dated 25th May A. D. 1818, ordering that the above villages and lands should be continued uninterruptedly, as they had been continued by the Paishwa's Sirkar up to the introduction of the Company's Government. According to the rules made in Fuslee 1228 [A. D. 1818-19], an increased joorce should have been imposed, and the holdings in question continued for life only,
135 at half assessment; but Mr. Chaplin, [Foot Note (VII.)] on seeing the above mentioned sunnud, issued an order, dated 17th July, Fuslee 1229 [A. D. 1819-20], that the increased jooree imposed on the Inamdar's new villages and lands should be remitted, there being no need to trouble him on this account; and that the village called Kublapoor, which had been resumed, should also be restored to him, and the whole of the above villages and lands should be continued uninterruptedly and without obstruction to the Deshpandey. Wherefore it appears that the rules of Fuslee 1228 [A. D. 1818-19] are not applicable to the
136 case in point; but that the villages and lands should be continued at their first jooree, in the same manner as the Deshpandey's original wuttuns, according to

(VI.) " ' Wutteemundgoo,' a clerical error for ' Woteemuroo.' "

(VII.) "Mr. Chaplin was not at this period Commissioner, but Principal Collector of Dharwar."

the conditions of the Beneewala's and Sursoobhedar's sunnud. The sunnuds and letters in question having been issued as above since the introduction of the present Government, there is no occasion to send copies of the sunnuds for the inam lands.

" 'As for the village Kenchunhuttee, it was granted in Fuslee 1211 [A. D. 1801-02], by the Beneewala, to Goorudapa Naik Chikuldinee, at a fixed jooree tax of Rs. 5, with a sunnud declaring it hereditary, and transferred in perpetuity to the Deshpandey in Fuslee 1218 [A. D. 1808-09], by the said Naik, who 137
executed an inam puttr to that effect, and also gave up the Beenewala's deed in his favour. Afterwards, the Sirkar, having become displeased with the Naik, resumed the whole of his villages, wuttuns, &c., and among these the village in question was entered as resumed, until Mr. Chaplin, having considered the above sunnud, and the enjoyment of the village, gave an order to the Mamlutdar, dated 3rd September, for its release and continuance to the Deshpandey; so that it appears that this village is to be continued to the Deshpandey according to the rules.'

" 8. The Commission, in reporting the grounds of the unfavourable opinion which 138
it has premised in the 3rd paragraph, regarding the claim of Konher Row Anajee, will take up separately the two principal questions to which the nature of the evidence above recorded gives rise :—

" *First.*—Has the title of Anajee Nursew to the three villages under report been so far recognized by competent authority, under the present Government, that his son [the claimant] has a right to succeed to them, in like manner, as hereditary jooree inam ?

This question is of course irrespective of that of the validity or otherwise of the *original* title of claimant's family, which it would scarcely be necessary to touch upon, if a sufficient and conclusive recognition of claimant's title as Inamdar under the present 139
Government could be proved.

" *Second.*—Should there have been no recognition or declaration made by the present Government, or any competent authority under it, by which Government is bound to continue the villages under report as inam, are the circumstances under which they were originally obtained by, and subsequently continued to, the holder's family, such as to justify their continuance ?

" 9. Of the fifteen documents produced by Anajee Nursew with Answer X., all but the first seven bear dates later than the introduction of the present Government; but the 14th is merely the recital of a petition made by Anajee Nursew to Mr. Chaplin, 140
and of that gentleman's reply, which amounts only to the certificate of two copies, namely copies of the 11th and 12th documents previously recorded by the Commission; and the 8th document refers only to the Deshpandey's wuttun inams, which, according to Anajee Nursew's own showing [in XVI. and following answers of his examination above recorded], do not include any of the villages under report. Thus the claimant's evidence of recognition by the present Government is reduced to the 9th, 10th, 11th, 12th, 13th, and 15th papers described in paragraph 7—in all six documents, the force of which is to be considered.

" 10. Sir T. Munro's letter of the 25th May A. D. 1818, recorded as the 9th docu- 141
ment in paragraph 7, refers only to the villages A and B, Kublapoor oorf Bhurmunhuttee and Woteemuroo oorf Kumulapoor, and recites that it was in consequence of Anajee Nursew having brought a statement from the Padshapoor Mamlutdar that these two villages belonged to the Deshpandey's ancient wuttun, that their continuance was authorised; and that continuance, it is provided, was to be in the same manner as under the Paishwa's Government, and as 'from of old.' Now before the Commission Anajee Nursew [in XVI. and following answers] has admitted that none of the three

142 villages under report ever belonged to his wuttun, the estates of which are distinct; and in proof of this he has produced documents which show that none of them had been held by his family for even so much as 14 years before the date of Sir Thomas Munro's letter, which was therefore evidently written under the erroneous impression caused by the Mamlutdar's deceptive statement, which it recites. Deceived by this, Sir Thomas, in his letter, authorises the continuance to Anajee Nursew of his 'wuttun inam' villages Bhurmunhuttee and Kumulapoor, 'as they had been uninturruptedly continued from of old under the Paishwa's Government.' It has already been shown that these villages never were 'wuttun' inams, and that they were not continued from
143 'of old,' having been acquired less than 14 years before the introduction of the present Government; and it will hereafter be shown that their continuance for even that period was never authorised by the Paishwa. [Foot Note (VIII.)] So that Government cannot look upon this letter of Sir T. Munro as a recognition of the present claimant's title, without going further than Sir Thomas himself intended, even while under the deception practiced upon him. This letter, moreover, nowhere alludes to the villages as *hereditary* property, unless as wuttuns, which they are not.

"11. In the 10th document in paragraph 7 is an order of the Principal Collector of Dharwar, dated 18th December A. D. 1818, forbidding in general terms any interference
144 with Anajee Nursew's holdings, including the villages A and B, Bhurmunhuttee and Kumulapoor, and quoting, as the authority for so doing, the order of Sir T. Munro, already considered. And, in addition to this, the Principal Collector, without quoting any authority, orders the release of the inams granted to Anajee Nursew by the Chikuldineekur, &c., thus virtually giving up to him the village C, Kenchunhuttee, which had been resumed by the Sirkar, with the whole of Goorudapa Naik's inams, and regarding the restoration of which Sir T. Munro had not made any arrangement.

"12. The Belgaum records show that afterwards, on the 27th May A. D. 1819, the Principal Collector decided, under the general Inam Rules, issued by the Commissioner
145 in the same year, that Anajee Nursew was to be obliged to pay during his life an increased jooree tax equal to half the kumal assessment of his new inam village A, of Kublapoor oorf Bhurmunhuttee, which was to be continued to him during his life on these terms, and at his death resumed as khalsat; and that the other, B, Woteemuroo, was to be at once resumed. The third now claimed, viz. C, Muzzra Kenchunhuttee, had already been resumed, and was not yet restored to Anajee Nursew. But the 11th document in paragraph 7 is an order from the Principal Collector, modifying his previous one of the 27th May, just alluded to, so far as it related to Anajee Nursew's hold-
146 ings, in remitting the jooree imposed on A, Kublapoor, and rescinding the directions which had been given for at once resuming B, Woteemuroo; Sir Thomas Munro's letter, already described, being quoted as authority for so doing.

"13. The 12th document recorded in paragraph 7 refers only to the village C, Kenchunhuttee, which had been resumed with the rest of Goorudapa Naik's inams, but was now made over to Anajee Nursew by the Principal Collector, on the receipt from the Mamlutdar of a report and deposition stating that Goorudapa Naik had previously assigned it to Anajee Punt. No authority is quoted by the Principal Collector for issuing this order.

147 "14. The 13th of the claimant's documents quoted in paragraph 7 is merely a takeed, directing the Mamlutdar to abide by the orders already issued, in the 11th document of paragraph 7, the number and date of which have been transposed by error in this 13th one.

"15. The force of the 14th document is, as premised in paragraph 9, nothing more in the claimant's favour than that of a certificate of copies of the 11th and 12th orders,

(VIII.) This is explained below, in paragraph 30.

above described. But it seems to show that its writer, Mr. Chaplin, who was at its date, in June 1826, on the point of returning to Europe, after giving up the office of Commissioner in the Deccan, &c., was not inclined to support Anajee Nursew's pretensions as Inamdar. The prayer of the latter, in the petition which is recited by Mr. Chaplin in the 14th document, is that he [Mr. Chaplin] 'will be so kind as to give the 148
petitioner a writing under his own hand, conformable with the orders already issued to the Mamlutdars, so that no objection may arise to the continuance of his [petitioner's] property.' But, instead of expressing an opinion in conformity with this request, Mr. Chaplin merely certifies copies of two orders which he had addressed, when Principal Collector of Dharwar, to the Padshapoor Mamlutdar, and which, as will now be shown, *were not in accordance with the opinion he* [*Mr. Chaplin*] *formed when he became Commissioner.*

"16. To explain this, it will be necessary to refer to circumstances which occurred at a period subsequent to the issue by Mr. Chaplin, as Principal Collector, of his order of 149
the 3rd September 1819, which is the 12th document described in paragraph 7. Shortly after that date he was appointed Commissioner, in Mr. Elphinstone's place, and was succeeded in the office of Principal Collector by Mr. Thackeray. That officer, in A. D. 1820, drew up and forwarded to the Commissioner, to be tested by a comparison with the Paishwa's accounts at Poona, a dehjhara, or detailed list of villages in the Dharwar Soobha; and in this list the villages A and B, Kublapoor oorf Bhurmunhuttee and Woteemuroo oorf Kumulapoor, were entered as the jooree inam of Anajee Nursew, and that C, viz. Muzzra Kenchunhuttee, as a khalsat village, under the head of 'Resump- 150
tions from Goorudapa Naik.'

"17. In A. D. 1821 Mr. Chaplin forwarded to the Principal Collector of Dharwar a memorandum of points connected with the dehjhara in question, which appeared to him to require explanation, and this memorandum observed, regarding the villages under report, that—

> "'Mouza Kublapoor and Mouza Woteemuroo were entered in the dehjhara as the jooree inam villages of Anajee Nursew. But as they appeared from the Paishwa's accounts to be *khalsat* villages, an explanation should be sent as to whose authority had made them jooree inams, and from what period they had been held as such.
>
> "'That Muzzra Kenchunhuttee was entered in the dehjhara as a khalsat 151
> village resumed from Goorudapa Naik, but the Paishwa's accounts contained no mention of any such village; wherefore its history was required.'

"18. On the 11th of April 1823 the Principal Collector sent a yad in reply to Mr. Chaplin's memorandum of objections; and his explanations regarding the villages under report were as follows:—

> "'Mouza Kublapoor was granted to Anajee, Deshpandey of Kuryat Ankle, by the Beenewala, in Fuslee 1214 [A. D. 1804-05], from which period to the present it has been continued.
>
> "'Mouza Woteemuroo was granted to the same Deshpandey by Purseram 152
> Khunderow, in Fuslee 1221 [A. D. 1811-12], from which period it has been till now continued.
>
> "'General Munro issued an order that all the wuttuns of the said Anajee Nursew Deshpandey should be continued for the future as they had been continued up to the introduction of the Company's Government.
>
> "'Muzzra Kenchunhuttee is a hamlet of Mouza Nundee. It was granted by the Beenewala in Fuslee 1210 [A. D. 1800-01] to Goorudapa Naik, who executed an inam puttr transferring it to the Padshapoor Deshpandey, Anajee Nursew, in Fuslee 1218 [A. D. 1808-09], and it has since continued with the latter. This 153
> muzzra was entered in the dehjhara as "resumed," but it should be entered among the jooree villages.

" ' General Munro gave a letter that as many of Anajee Nursew's wuttuns, including this hamlet, [Foot Note (IX.)] as had been continued up to the introduction of the Company's Government, should be continued as of old; and the hamlet in question is accordingly continued.'

" 19. Mr. Chaplin, however, does not appear to have been satisfied with the above explanations; for, on the 10th August A. D. 1824, he replied to the Principal Collector's yad above quoted, in a letter from which the following are extracts :—

154 " ' The title by which certain inam and other alienated villages in the Southern Mahratta Country are held appearing, on a comparison of the accounts received from your cutcherry with the Poona duftur, to be of a doubtful nature, a memorandum on the subject was forwarded to you about three years ago. Your explanation, subsequently [received], having now undergone an examination, the result of which differs materially from the accounts forthcoming in this office, I have now the honour to point out to you those differences in detail :—

" ' PADSHAPOOR TALOOKA.

155 " ' *List of Villages held in this Talooka by Zumeendars, with the Holders' Names.*'

" Here follow lists of six villages held by three Zumeendars.

" ' 4. By Anajee Nursew, Deshpandey of Ankulgee :—

Muzzra Kenchunhuttee	1
Mouza Kublapoor	1
Mouza Woteemuroo	1
	— 3

" ' The explanatory statements show that the Mamlutdars granted the above enumerated villages at different periods between the Fuslee years 1210 and 1221, and the Zumeendars have also given in a kyfeeut, stating that the villages were granted to them. But on referring to the duftur, the propriety of continuing
156 those lands and villages appears very questionable. Further inquiry should therefore be made, copies of the Mamlutdars' sunnuds &c. ought to be taken and forwarded to this office, with any further intelligence procurable.'

" 20. The draft of a Mahratta memorandum on the same points, evidently prepared about the same time, though not bearing any date, has been found in the Commissioner's duftur. It contains comments on the Principal Collector's yad of explanations mentioned in paragraph 18, but by whom drawn up does not appear. The purport of this yad, so far as it relates to the three villages under report, is as follows :—

157 " ' It is said in the statement sent from the soobha [of Dharwar] that the villages and lands were granted to the Desaees, Deshpandeys, &c. of Purgunna Padshapoor, between Fuslee 1210 (Soorsun Ehude Meiatain) [A. D. 1800-01] and Fuslee 1221 (Soorsun Esune Ashur Meiatain) [A. D. 1811-12]; the entries of these have been looked for in the duftur, and the following reasons for disagreeing are apparent.'

" Here occur observations regarding several villages not connected with the present investigation, and then the following :—

" ' It is stated in the [Principal Collector's] yad, regarding the holdings of Anajee Nursew, Deshpandey of Kuryat Ankle, that—

" ' " Muzzra Kenchunhuttee, a hamlet of Mouza Nundee, was granted
158 as inam by the Beenewala in Fuslee 1210 [A. D. 1800-01], to Goorudapa Naik of Chikuldinee, who in Fuslee 1218 [A. D. 1808-09] executed an inam puttr transferring it to Anajee Row Nursew, with whom it has since continued.

(IX.) "General Munro's order does not allude to this hamlet."

" ' " Mouza Kublapoor was granted by the Beenewala, for services performed for the State, to Anajee Nursew, in Fuslee 1214 [A. D. 1804-05], and has since been held by him."

" ' But, considering that the Beenewala has stated that he had no jurisdiction in the above years, it does not seem proper that either these villages, or any lands he may have granted during that period, should be continued to the Zumeendar in question. 159

" ' The yad also states that—

" ' " Mouza Woteemuroo was granted as inam [to the same Deshpandey] during the management of Purseram Khunderow Sursoobhedar, for services done at Poona in Fuslee 1221 [A. D. 1811-12]. This inam, not having been enjoyed for ten years, should be resumed, as such was the arrangement made for all the Zumeendars of the purgunna. But General [Munro] gave a writing to continue uninterruptedly to the said [Anajee Nursew] as many of his wuttuns as had been continued up to the introduction of the present Government. Wherefore Mr. Chaplin issued a takeed to the Mamlutdar of Padshapoor on the 17th of July 1819, to continue uninterrupt- 160 edly to the said Deshpandey his new villages and inam lands, without troubling him, and, according to this, they are continued."

" ' But there are no accounts in the duftur to show whether or not the mahal was under the jurisdiction of the said [Purseram Khunderow] during the year in question; wherefore [the village] is to be continued [only] after an investigation being made as to the title deeds at the soobha [of Dharwar].'

" 21. The Commission has also found, among the Commissioner's records brought from Poona, the office copy of a Mahratta duftur yad on the same subject, which is endorsed as 'given in' [probably by the Commissioner's Dufturdar] on the 19th August 161 1824, 'for transmission to Dharwar,' though it does not appear to have been forwarded thither by the Commissioner until the 22nd of the same month.* The purport of so much of this yad as relates to the three villages under report is as follows:—

" ' With Anajee Nursew, Deshpandey of Kuryat Ankle:—

Muzzra Kenchunhuttee	1
Mouza Kublapoor	1
Mouza Woteemuroo	1
	— 3

" ' The [Principal Collector's] answer of objections and the Zumeendar's statements show that the above villages and other lands were given to the Zumeendars by Mamlutdars, &c. between Fuslees 1210 and 1221 [A. D. 1800-01 and 162 1811-12]; but on examining the duftur, there appear to be objections to continue the villages and lands in question; wherefore copies of the whole of the sunnuds which were issued by the Mamlutdars, &c. for the grant of the above villages and lands should be sent to the Commissioner's cutcherry.'

" 22. In reply to the last mentioned yad, the Principal Collector of Dharwar wrote the following letter to the Commissioner, on the 4th April 1826:—

" ' SIR,—I have the honor to transmit a Mahratta yad from the Dufturdar of this district, together with 18 copies of the original sunnuds and documents, being the authority under which the Zumeendars of the Padshapoor Talooka held their 163 villages as inam, and called for in a Mahratta yad of the 22nd August 1824, received from your office: the English letter which gave cover to it is said to have been lost in the disturbance at Kittoor.'

* The original has since been found at Belgaum, and is dated 22nd August 1824.

"23. The accompaniments of this letter were a duftur yad and 18 copies of title deeds. The duftur yad is nothing more than a farisht, or list of the 18 papers it accompanied, and of those papers eleven referred to Anajee Nursew's three villages under report, namely copies of the 6th, 12th, 1st, 3rd, 4th, 11th, 2nd, 5th, and 9th documents quoted in paragraph 7 of this report, besides two others, which have not been produced
164 by Anajee Nursew before the Commission, viz:—

"1*st*.—Copy of an inam puttr dated 15th Mohurrum, in Soorsun Teesa Meiatain and Alif [A. D. 1808-09], purporting to be executed by Goorudapa Naik bin Fukeer Naik, Naik of Chikuldinee, Sur Naik of Purgunna Padshapoor, in favour of Nursingrow Dada Deshpandey, as follows:—

"'In every matter relating to my wuttun you have been of much service to me with the Sirkar, procuring my advantage in all things. In acknowledgment of this I have given to you, as an hereditary inam, Muzzra Kenchunhuttee, in Kuryat Ankle, of the above Purgunna. You are accordingly to enjoy it. No
165 objection on any pretence will be made to its continuance; and my heirs will also continue it.'

"2*nd*.—Copy of a takeed dated 5th Shuwal, in Soorsun Seet Meiatain and Alif [A. D. 1805-06], purporting to be issued by Keshowrow Balkrishn, Sursoobhedar of Prant Carnatic, to the Mokuddums of Mouza Kublapoor oorf Bhurmunhuttee, as follows:—

"'The above village was in the year Khumus Meiatain [A. D. 1804-05] ganted by the Beenewala to Nurso Anajee Deshpandey, at a jooree tax of Rs. 40, and a sunnud for the same was also given; but, owing to the troops of the Sursoobha going away in the same year, a dispute arose, and the Deshpandey has now asked for a sunnud from the Sursoobbedar, as a necessary title for
166 enjoyment; wherefore this sunnud is issued, remitting the jooree of Rs. 40. You are accordingly to make over the entire management of the village to Nurso Anajee Deshpandey. A copy of this takeed is to be taken, and the original given to the Deshpandey as title to enjoyment. Observe this.'

"24. No answer was returned to the Principal Collector's letter quoted in the 22nd paragraph, as accompanying the documents last mentioned, until November 1826; and in the mean time the Commissioner, who would probably have come to some final decision on the claims to which he had been objecting during the preceding five years, had apparently left his office; for on the records of the Principal Collector of Dharwar
167 is found the following letter:—

"'No. 313 OF 1826.

"'SIR,—I have the instructions of the Honorable the Governor to acknowledge the receipt of your letter to the address of the late Commissioner, dated 4th April last, giving cover to certain documents relative to the alienated villages and lands in the Padshapoor Talooka, and in reply to forward the enclosed Mahratta paper, drawn up by the Government Dufturdar.

"'I have the honor to be, Sir,

"'Your most obedient humble Servant,

(Signed) "'JOHN WARDEN,

"'Sub-Secretary to Government.

"'*Camp at Salpe, 16th November* 1826.'

168 "25. This brings the Commission back to the series of documents produced by Anajee Nursew, the 15th of which, quoted in paragraph 7, is an extract from the 'Mahratta paper' which accompanied Mr. Warden's letter quoted in paragraph 24. The whole of this paper has been translated, and the entire correspondence which led to its

preparation has been fully described in the Commissioner's letter to Government No. 251, dated 18th June 1846; and Government, after examining the original, has intimated its decision, in Mr. Pringle's letter No. 3446, dated 26th September 1846, that the 'Mahratta paper' in question was not intended as a Government decision, and cannot be looked upon as anything more than 'the mere report of a Native officer on questions still to be decided.'

"26. But it is not inevitably necessary, that because Government has not yet adopted the report of its Dufturdar, and decided in conformity with the opinion set forth 169
in it, that report cannot deserve to be finally adopted as a decision. The Commission will, therefore, proceed to the question as to whether or not it is really of such an equitable nature that Government may now assent to it. The whole of the Dufturdar's argument for the continuance of Anajee Nursew's three villages now under report is based on the assumption that Mr. Chaplin, as Principal Collector, ordered their continuance, in conformity with the sunnud or letter written by Sir Thomas Munro on the 25th May 1818. But it has been shown at paragraphs 19, 20, and 15, that Mr. Chaplin himself, when Commissioner, was by no means prepared to confirm the orders he had issued, when Principal Collector, for excepting Anajee Nursew's case from the 170
operation of the general Inam Rules, and, in fact, *never did so*. And as for Sir T. Munro's order [the 9th document quoted in paragraph 7], it, as noticed in paragraph 10, does not allude at all to the village C, Muzzra Kenchunhuttee, and only sanctions the continuance of the other two, A and B, on the understanding that they were ancient wuttun inams, and that they were to be continued in the same manner as they had been from of old under the Paishwa's Government. Now, as neither Kublapoor nor Woteemuroo ever belonged to Anajee Nursew's wuttun; as they had not been held on *any* tenure from of old; and as they were not continued at all with the consent of the Paish- 171
wa's Government, [Foot Note (x.)] there is nothing in Sir Thomas Munro's letter which will bear out the Dufturdar's opinion, that any of the three villages under report have been recognised as inam by competent authority. The Commission, therefore, thinks that this opinion should be rejected, and that the question of the claimant's title must depend on any right he may be able to substantiate *independent* of the pretended recognition of his title by competent authority under the present Government, none such having ever been made.

"27. Thus the Commission has concluded, that the first of the questions stated in the 8th paragraph must be decided against the claimant; and this renders necessary a con- 172
sideration of the second of those questions, viz. what title the claimant may have, independent of the recognition of the present Government?

"28. Anajee Punt, in Answer IV. of his examination, recorded in the 1st paragraph, asserts that the villages A and B, Kublapoor and Woteemuroo, were granted to his father in A. D. 1804-05, by the Beenewala, and C, Muzzra Kenchunhuttee, in A. D. 1808-09, to himself, by Goorudapa Naik, to whom he states in another place it had originally been granted by the same Beenewala. But the Beenewala *never* had any right to make such grants, and, at the date of his sunnud granting C, Muzzra Kenchunhuttee, to Goorudapa Naik, the Mamlut of Padshapoor did not belong to him, but to Dowlut 173
Row Scindia, who had been appointed Comavisdar about two months before; [Foot Note (xi.)] and his sunnuds for the grant of A and B are dated several months subsequent to the issue of orders by the Paishwa for his [the Beenewala's] final removal from the

(x.) "That the villages 'were not continued at all with the consent of the Paishwa's Government' is in this part of the Commission's Report only an assertion, but proof of the assertion will be found below, at the 30th paragraph."

(xi.) "The registry in the Hoozoor Rozkheerd, in the Poona duftur, shows that the Paishwa's sunnud, transferring the management of the Padshapoor Purgunna from the Beenewala to Dowlut Row Scindia, was issued on the the 15th of Ramzan, in Soorsun Ehude Meiatain and Alif [A. D. 1800-01], whereas the Beenewala's sunnud to Goorudapa Naik [the 6th document described in paragraph 7] was not issued till the 9th of

superintendence of Padshapoor. If he had been Comavisdar of the purgunna when he
174 granted the villages, his doing so would have been an unauthorised act. How much more so when it was done at a time when he had no right to interfere with the management of the district to which they belong.

"29. But even an unauthorised grant may become valid if subsequently recognised by competent authority. It remains, therefore, to be discovered, if any such recognition ever occurred in the case of any of the villages under report.

"30. On referring for this purpose to the Paishwa's duftur, the Commission finds that there are no records of Purgunna Padshapoor forthcoming for the period intervening between A. D. 1796-97 and 1805-06. But there are accounts [Foot Note (XII.)] of
175 A. D. 1805-06, 1811-12, 1812-13, 1813-14, 1814-15, and 1815-16, which show that the whole of the three villages under report were looked upon by the Paishwa as khalsat, up to the close of his Government, and that all the revenue realizable from them was received by the Sirkar. This is conclusive evidence that the invalidity of the grants by which the villages were alienated to Nurso Anajee and Goorudapa Naik was never obviated by the confirmation, or even the simple recognition, of any competent authority; and it is, therefore, necessary to decide the second, as well as the first, question proposed
176 in the 8th paragraph, against the claimant's title.

"31. For the above reasons, the Commission is of opinion that Anajee Nursew ought not to have been treated by the local authorities as if exempted from the operation of the Inam Rules of A. D. 1818, and that, at all events, the villages under report should not remain any longer alienated, as they have been improperly from the first, by an extension to the claimant of the indulgence allowed, apparently by error, to his father Anajee Nursew; but thinks that Konher Row's claim to inherit them should be rejected, and that they should remain for the future in the hands of Government as khalsat villages.
177 "32. The Commission is unable to afford any satisfactory information to Government regarding the value of the villages now reported on. Anajee Nursew, their last holder, has in his kyfeeut valued them as follows:—

A, Kublapoor oorf Bhurmunhuttee....	Rs. 90	gross income.
B, Woteemuroo oorf Kumulapoor....	90	„
C, Muzzra Kenchunhuttee	35	„

But this valuation is not to be depended on, being apparently much underrated, though there are no accounts worthy of dependence by which it can be tested.

(Signed) "W. HART,
"Commissioner for Investigating Claims to Inams, &c.

"*Belgaum, 3rd February* 1847."

10. On the 26th May 1847 the Chief Secretary, in a letter, No. 1900, informed the Inam Commissioner that the Honorable the Governor in Council had been led to doubt the expediency of the Inam Commissioner submitting his proceedings in each

Zilkad following. The same registry shows that the Beenewala, who had been restored to the Mamlut in A. D. 1801-02, was finally removed from it by an order of the Paishwa, issued on the 15th of Rubbee-ool-Awul, in Soorsun Arba Meiatain and Alif [A. D. 1803-04], about a year before he issued the first three sunnuds quoted in paragraph 7. At their date, the Beenewala was holding the fort of Belgaum, but he had no right to exercise authority in the Padshapoor Purgunna."

(XII.) "The accounts here referred to are as follows:—The azmas of the mahals, footgaoms, deshguts, and forts in the Carnatic, Nisbut Anundrow Ramchunder, in Soorsun Seet Meiatain and Alif [A. D. 1805-06]; azmas of Cusba Belgaum, and other villages, Nisbut Trimbukjee Dengle, in Soorsun Esune Ashur Meiatain and Alif [A. D. 1811-12]; a similar azmas for Soorsun Sulas Ashur Meiatain and Alif [A. D. 1812-13]; a yad of the mahals, footgaoms, deshguts, forts, &c. in the Carnatic, under Trimbukjee Dengle, in the same year [A. D. 1812-13]; the azmas, and a loose account of the same mahals, &c. &c. for Soorsun Arba Ashur Meiatain and Alif [A. D. 1813-14]; a yad of the mahals, sursoobha, &c. of the Carnatic, under Trimbukjee Dengle, in Soorsun Khumus Ashur Meiatain and Alif [A. D. 1814-15]; the azmas of the mahals, footgaoms, &c. of the Carnatic, in Soorsun Seet Ashur Meiatain and Alif [A. D. 1815-16]."

individual case, not only because so doing imposed upon Government a degree of detail 178
which could not be satisfactorily disposed of with due regard to the general business coming before it, but further, because it committed Government to a confirmation of the views of the adjudicating authority, without having before it the objections of the parties who might consider themselves aggrieved by them.

11. "For these reasons," continues the Chief Secretary, in the 3rd paragraph of his letter No. 1900 of 1847, "the Governor in Council considers it would be a much more satisfactory course for your [the Inam Commissioner's] decisions to come before Government only in the form of an appeal, and this in none but the more important cases investigated by you. He is, therefore, pleased to resolve, that you shall furnish a copy of your decision in every case to the party whom it affects; that an appeal shall be open to 179
the Revenue Commissioner of the Southern Division, if preferred within three months from the receipt of the decision by the party; that the Revenue Commissioner's award shall be final in the case of inams not exceeding [50] fifty rupees in annual value; and that a further appeal shall lie to Government only in the case of those of higher value, and if preferred within three months from the receipt of the Revenue Commissioner's decision."

12. With this letter were returned all the Reports submitted by the Inam Commissioner, which had not been yet decided by Government; and among these was the Report described above in the 9th paragraph. 180

13. Meanwhile, on the 25th May 1847, the Inam Commissioner, having called on Konher Row Anajee to state the grounds of his claim to succeed his father in other alleged minor inams in the same talooka, commenced to receive his kyfeeut, or statement of title regarding these, amounting to 20 fields or holdings, in nine villages. This kyfeeut was completed on the 10th of June 1847.

14. On the 19th July 1847 a reference, No. 2697, in Mahratta, was made to the Dufturdar of Dharwar, regarding the tenure, &c. of the lands in question, as entered in the village accounts of the present Government.

15. The Dufturdar replied on the 31st August 1847, in a Mahratta yad, No. 30, that as three of the villages in which the lands in question were situated had not been under 181
Government management, being then held as inam, he could give no information regarding the fields therein held; but submitted a tabular statement, affording the requisite information regarding the lands in the remaining six villages. From this statement it appeared, that in five of the six villages the lands had, up to the preceding year, been entered as the life holdings of Anajee Nursew, now deceased; and in the sixth [Mouza Kunburgee], under varying heads [Oolgeedar and Sambhaweet], in Anajee Nursew's name, until his death in A. D. 1844-45, and since then in the name of his son Konher Row Anajee, under [as stated on the village account] *verbal* instructions from the 2nd Assistant Collector of Belgaum.

16. As some of these lands had been obtained under titles similar to those by which 182
Anajee Nursew held the three villages to which the Report described in paragraph 9 relates, the Inam Commissioner considered that it would be well to consider and decide as nearly as possible together, under the instructions conveyed in the Government letter No. 1900 of 1847, the claims made by Anajee Nursew's heir to the whole; and he found himself in a condition to do this by the commencement of November 1847.

17. The Inam Commissioner's decision [No. 6 of 1847], dated 3rd November, regarding Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, drawn up in Mahratta from the facts recorded in the English Report described in paragraph 9, was to the following effect:—

"*Translation of Decree of the Inam Commission, &c. No. 6 of* 1847, *in the Belgaum Collectorate.*

183 "Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, in the Padshapoor Talooka, being entered in the present Government's accounts as the jooree inam villages of Anajee Nursew, his kyfeeut [statement] and proofs in support of his title to the said three villages were received by the Inam Commissioner; but during the investigation into that title Anajee Nursew died; on which the Collector of Belgaum wrote to the Inam Commissioner, wishing to know whether the villages in question were to be continued or attached. In reply, the Collector was informed, that pending the Inam Commissioner's Report [on the tenure of the three villages] to Government, and its final orders thereon, he was to continue the said Anajee Nursew's villages to his heir,
184 who was, however, at the same time to be informed, that the arrangement would neither increase nor diminish his title in the least; that whatever orders Government might be pleased to issue would be carried into effect; and that the arrangement suggested would ensure the Government orders being carried into effect without any let or hinderance. From that day until the present time the said three villages have been held temporarily in deposit [amanut] by the deceased Anajee Nursew's son, Konher Row Anajee. The Inam Commissioner having subsequently completed the investigation into the tenure by which the said three villages were held, submitted to Government a report, dated 3rd February 1847, and which has now been returned, in order that the Inam Commis-
185 sioner might pass a decision on the claim. The following decision is therefore recorded:—

"Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, in Talooka Padshapoor, of the Belgaum Collectorate, were enjoyed on jooree inam tenure by Anajee Nursew, who formerly, during the Inam Commissioner's investigation, gave in a kyfeeut or statement of the history of the villages, together with documentary evidence in support thereof. On a consideration of these, it appeared to the Inam Commissioner, that after the death of Anajee Nursew, the villages held by him ought not to be continued in perpetuity to his heirs as hereditary inam; and as Anajee Nursew is now dead, it is hereby decreed that the three villages, Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, shall be resumed, and treated as Government khalsat villages.

(Signed) "W. Hart,
"Commissioner."

18. The result of the Inam Commissioner's inquiries regarding the twenty minor inams in nine villages was recorded in the form of an English report, and a Mahratta decision, No 8 of 1847, dated 10th November.

19. The report was as follows:—

187 *Tabular Statement of the Lands held in Talooka Padshapoor by the late Anajee Nursew as Private Inams, to which his Son, Konher Row Anajee, asserts his right to succeed; showing the circumstances of the several alleged Inams, and the Titles by which they are claimed; and referring to the Inam Commissioner's Memorandum of Decision in each case. The first eleven Columns of this Table are drawn up by the Claimant himself, according to the Form prescribed by the Inam Commission. The last Column is filled in by the Inam Commissioner.*

No.	Name of Village, Purgunna, and Talooka in which the Land is situated.	Quantity and description of Land.	Whether acquired previous to, or after, the establishment of the Paishwa's authority; if after the establishment of the Paishwa's authority, the period at which it was acquired, and names of the original Grantor and Grantee; and what relation the original Grantee was to the present Holder.	By whom held at the close of the late Government, and what relation the then Holder was to the present Claimant.	What Sunnuds and other Proofs are forthcoming regarding the Land.	Revenue of the Land.				Balance remaining as Profit.	Inam Commissioner's Decisions.
						Kumal Revenue.	Present Revenue.	Deduct from present Revenue: Revenues of Lands which have been alienated to Sub-Inamdars.	Deduct from present Revenue: Expense of Cultivation.		
1	2	3	4	5	6	7	8	9	10	11	12
						Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	
1	Cusba Ankulgee, Mahal Ankulgee, Talooka Padshapoor.	A.—Four anas of a chigur of land as Eksalee Inam, of which 3 anas are Khooshkee, and 1 ana Bagaeet.	The whole four anas of land were granted during the Paishwa's rule, in Sun Esune Meitain [A. D. 1801-02], by Shideshwur Muheeputrow, Beenewala, to Nurso Anajee Deshpandey, the grandfather of the present holder.	At the close of the late Government, this land was held by Nurso Anajee Deshpandey, the grandfather of the present holder.	There is one original Sunnud regarding this land.	54 2 0	20 0 0	.....	5 0 0	15 0 0	See attached Memorandum I.
		B.—Seven anas of a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, in Sun Khumus Meiatain [A. D. 1804-05], by the above named Beenewala, to the present holder's grandfather, Nurso Anajee.	Ditto.	There is one Sunnud for this land.	106 7 0	110 0 0	.....	27 8 0	82 8 0	See Memorandum II.
		C.—Three anas of a chigur of Bagaeet land, as Gootga Inam.	This land was granted during the Paishwa's rule, in Fuslee 1217 (Suman Meiatain) [A. D. 1807-08], by Dhondo Ramchunder, Soobedar Nisbut Sursoobha, to Nurso Anajee Deshpandey, the grandfather of the present holder.	Ditto.	There is one original Takeed for this land.	28 7 0	25 0 0	.....	6 4 0	18 12 0	See Memorandum III.

No.	Name of Village, Purgunna, and Talooka in which the Land is situated.	Quantity and description of Land.	Whether acquired previous to, or after, the establishment of the Paishwa's authority; if after the establishment of the Paishwa's authority, the period at which it was acquired, and names of the original Grantor and Grantee; and what relation the original Grantee was to the present Holder.	By whom held at the close of the late Government, and what relation the then Holder was to the present Claimant.	What Sunnuds and other Proofs are forthcoming regarding the Land.	Revenue of the Land.				Balance remaining as Profit.	Inam Commissioner's Decisions.
						Kumal Revenue.	Present Revenue.	Deduct from present Revenue: Revenues of Lands which have been alienated to Sub-Inamdars.	Deduct from present Revenue: Expense of Cultivation.		
1	2	3	4	5	6	7	8	9	10	11	12
		D.—Three anas of a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, in Sun Suman Meiatain [A. D. 1807-08], by the same Dhondo Ramchunder, Soobhedar Nisbut Sursoobha, to Nurso Anajee, the grandfather of the present holder.	At the close of the late Government, this land was held by Nurso Anajee Deshpandey, the grandfather of the present holder.	There is one original Takeed for this land.	Rs. A. P. 45 8 0	Rs. A. P. 50 0 0	.....	Rs. A. P. 12 8 0	Rs. A. P. 37 8 0	See annexed Memorandum IV.
		1 chigur and 1 ana of land.				234 8 0	205 0 0	.....	51 4 0	153 12 0	
2	Mouza Aktungeerhall, Mahal Ankulgee, Talooka Padshapoor.	A.—Four anas of a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, in Sun Khumus Meiatain [A. D. 1804-05], by Shideshwur Muheeputrow, Beenewala, to Nurso Anajee, the grandfather of the present holder.	At the close of the late Government, this land was held by Nurso Anajee Deshpandey, the grandfather of the present holder.	There is one Sunnud for this land.	26 1 6	30 0 0	.....	7 8 0	22 8 0	See Memorandum V.
		B.—Four anas of a chigur of Khooshkee land, as Eksalee Inam.	Ditto ditto.	Ditto.	The Sunnud relating to the grant of 7 anas of land in Cusba Ankulgee [see No. 1] relates to this land also.	26 1 3	30 0 0	.....	7 8 0	22 8 0	See Memorandum VI.
		C.—Half a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, in Sun Sect Meiatain (1215 Fuslee)	Ditto.	There is one Sunnud for this land.	52 2 9	60 0 0	.....	15 0 0	45 0 0	See Memorandum VII.

			[A. D. 1805-06], by Keshorow Balkrishn, Sursoobhedar Prant Carnatic, to Nurso Anajee, the grandfather of the present holder.												
		1 chigur.				104	5	6	120	0	0	.....	30	0	0	90	0	0	
3	Mouza Sooludhall, Mahal Ankulgee, Talooka Padshapoor.	Fourteen anas of a chigur of Khooshkee land, as Eksalee Gootga Inam.	This land was granted during the Paishwa's rule, in Sun Khumus Meiatain [A. D. 1804-05], by Shideshwur Muheeputrow, Beenewala, to the grandfather of the present holder.	At the close of the late Government, this land was held by Nurso Anajee Deshpandey, the grandfather of the present holder.	There is one Sunnud and a Takeed for this land.	110	4	9	120	0	0	....	30	0	0	90	0	0	See Memorandum VIII.
4	Mouza Mudwall, Mahal Ankulgee, Talooka Padshapoor.	Half a chigur of Khooshkee land, as Gootga Inam.	This land was granted during the Paishwa's rule, in Soorsun Suba Meiatain [A. D. 1806-07], by Anundrow Ramchunder, Sursoobhedar Prant Carnatic, to the grandfather of the present holder.	At the close of the late Government, this land was held by Nurso Anajee Deshpandey, the grandfather of the present holder.	There is the copy of one Sunnud for this land.	72	5	0	75	0	0	....	18	12	0	56	4	0	See Memorandum IX.
189 5	Mouza Arbhavee oorf Dhawulhuttee, Mahal Ankulgee, Talooka Padshapoor.	Half a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, in Sun Seet Meiatain [A. D. 1805-06], by Keshowrow Balkrishn, Sursoobhedar Prant Carnatic, to the grandfather of the present holder.	At the close of the late Government, this land was in the possession of Nurso Anajee Deshpandey, the grandfather of the present holder.	The Sunnud relating to the half chigur of land in Aktungeerhall[No.2] relates to this land also.	19	4	9	20	0	0	....	5	0	0	15	0	0	See Memorandum X.
6	Mouza Kunburgee, Summut Dhamne, Talooka Padshapoor.	Irrigated land, valued at 48 hoons, as Surv Inam, each hoon being equal to 1 rupee and 12 anas.	This land was granted by Chintamunrow Saheb Putwurdhun, during his authority, in Sun Teesa Ashur (1228 Fuslee) [A. D. 1818-19], to Anajee Nursew, the father of the present holder.	At the close of Chintamunrow Saheb's authority, this land was held by Anajee Nursew, the father of the present holder.	There is a copy of the Sunnud for this land.	84	0	0	120	0	0	....	20	0	0	100	0	0	See Memorandum XI.

No.	Name of Village, Purgunna, and Talooka in which the Land is situated.	Quantity and description of Land.	Whether acquired previous to, or after, the establishment of the Paishwa's authority; if after the establishment of the Paishwa's authority, the period at which it was acquired, and names of the original Grantor and Grantee; and what relation the original Grantee was to the present Holder.	By whom held at the close of the late Government, and what relation the then Holder was to the present Claimant.	What Sunnuds and other Proofs are forthcoming regarding the Land.	Revenue of the Land.				Balance remaining as Profit.	Inam Commissioner's Decisions.
						Kumal Revenue.	Present Revenue.	Deduct from present Revenue: Revenues of Lands which have been alienated to Sub-Inamdars.	Deduct from present Revenue: Expense of Cultivation.		
1	2	3	4	5	6	7	8	9	10	11	12
7	Mouza Mulhapoor, Mahal Ankulgee, Talooka Padshapoor.	Ten anas of chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, in Sun Seet Meiatain and Alif [A. D. 1805-06], by Keshowrow Balkrishn, Sursoobhedar Prant Carnatic, to the present holder's grandfather, Nurso Anajee.	At the close of the late Government, this land was held by Nurso Anajee, the grandfather of the present holder.	The Sunnud relating to the 8 anas of land in No. 2 relates to this land also.	Rs. A. P. 44 11 0	Rs. A. P. 50 0 0	Rs. A. P.	Rs. A. P. 12 8 0	Rs. A. P. 37 8 0	See annexed Memorandum XII.
8	Mouza Goojunhall, Mahal Ankulgee, Talooka Padshapoor.	A.—Four anas of a chigur of old Gootga Inam, now held as Surv Inam, of which two anas are Khooshkee, and two anas Bagaeet.	This land was acquired previous to the establishment of the Paishwa's Government.	At the close of the late Government, this land was held by Nurso Anajee, the grandfather of the present holder.	There is only one Sunnud, viz. one relinquishing the Gootga on this land.	22 8 6	20 0 0	.....	5 0 0	15 0 0	See Memorandum XIII.
		B.—Four anas of a chigur of Khooshkee land, as Gootga Inam.	This land was granted during the Paishwa's rule, in Sun Esune Meiatain [A. D. 1801-02], by Shideshwur-Muheputrow, Beenewala, to Nurso Anajee, the grandfather of the present holder.	Ditto.	The Sunnud relinquishing the Gootga on the above land relates to this land also.	22 8 6	15 0 0	.....	3 12 0	11 4 0	See Memorandum XIV.
		C.—Half a chigur of Khooshkee land, as Eksalee Inam.	Ditto ditto.	Ditto.	Ditto, ...	40 10 0	50 0 0	.....	12 8 0	37 8 0	See Memorandum XV.

		D.—Half a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the Paishwa's rule, but in what year not known, by the abovementioned Shideshwur Muheeputrow, to the present holder's grandfather, Nurso Anajee.	Ditto.	There is no separate Sunnud for this land. There is evidence about it in the document abovementioned.	40	10	0	60	0	0	....	15	0	0	45	0	0	See Memorandum XVI.
		1½ chigur.				126	5	0	145	0	0	....	36	4	0	108	12	0	
9	Inam Village Mouza Boodeehall, Talooka Gud, Illaka Koorundwur.	A.—Four anas of a chigur of Khooshkee land, as Eksalee Inam.	This land was granted during the above rule, in Sun Khumus Meiatain [A. D. 1804-05], by the same Beenewala, to the present holder's grandfather, Nurso Anajee.	At the close of the late Government, this land was held by Nurso Anajee, the grandfather of the present holder.	The Sunnud relating to the 7 anas of land in No. 1 relates to this land also.	24	6	0	30	0	0	....	7	8	0	22	8	0	See Memorandum XVII.
		B.—Four anas of a chigur of Khooshkee land, as Eksalee Inam.	Ditto ditto	Ditto.	There is one Sunnud for this land.	24	6	0	30	0	0	30	0	0	....		....		See Memorandum XVIII.
		C.—Six anas of a chigur of land, as Eksalee Inam, of which 3 anas are Khooshkee, and 3 anas Bagaeet.	This land was granted during the Paishwa's rule, in Sun Seet Meiatain and Alif [A. D. 1805-06], by Keshowrow Balkrishn, Sursoobha Prant Carnatic, to the present holder's grandfather, Nurso Anajee.	Ditto.	The Sunnud relating to the half chigur of land in No. 2 relates to this land.	48	12	0	50	0	0	....	12	8	0	37	8	0	See Memorandum XIX.
191		D.—One ana of a chigur of Khooshkee land, as Eksalee Inam.	Ditto ditto	Ditto.	There are no Sunnuds, &c. for this land.	8	2	0	7	0	0	....	1	12	0	5	4	0	See Memorandum XX.
		15 anas of a chigur.				105	10	0	117	0	0	30	0	0	0	21	12	0	65	4	0	
						901	5	9	972	0	0	30	0	0	0	225	8	0	716	8	0	

(Signed) "W. HART,
"Inam Commissioner.

"*Belgaum*, 10*th November* 1847."

[41]

192 "Total amount of Profit..... Rs. 716 8 0

"*Deduct* amount payable to Government as Eksalee and Jooree :—

"Mahal Eksalee, payable at the Padshapoor Mahalkurree's Cutcherry :—

"On account of lands in Cusba Ankulgee.	Rs.	63	14	6			
Mouza Aktungeerhall		32	8	0			
„ Sooludhall		54	5	6			
„ Arbhavee		5	7	3			
„ Mulhapoor		15	0	0			
„ Boodeehall		32	10	9			
					183	14	0
"Village Jooree payable :—							
"On account of Gootga lands in Cusba Ankulgee	Rs.	6	1	6			
Mouza Mudwul.....		15	9	6			
"On account of land in the Inam Village Goojunhall Eksalee..	Rs.	31	4	0			
Gootga Inam		10	0	0			
					41	4	0
					62	15	0
							246 13 0
"Balance remaining Nett Profit..... Rs.							469 11 0
"*Add* Income derived from other sources, as stated in the 12th answer of Kyfeeut marked ৰ, viz :—							
"From the Company's Districts	Rs.	7,113	5	6			
From other Districts		10,799	14	9			
							17,913 4 3
"Total Income....	Rs.						18,382 15 3

"(True translation, &c.)

(Signed) "W. HART,

"Inam Commissioner."

193 "*Memoranda by the Inam Commissioner regarding Konher Row Anajee's Claims to the alleged Inams enumerated in the preceding Table.*

"MEMORANDUM I.

"*On Claim A of No.* 1, *to a quarter of a Chigur of Land in Cusba Ankulgee.*

"1. The claimant produces as a title deed, a document, purporting to be a sunnud issued by Shideshwur Muheeputrow, on the 15th of Jumad-ool-Akhir, in Soorsun Esune Meiatain and Alif [A. D. 1801-02], granting a quarter of a chigur of land in Yedulgood, a muzzra of Cusba Ankule [or Ankulgee], to Nurso Anajee Deshpandey, as hereditary inam.

"2. Records in the Paishwa's duftur show that Shideshwur Muheeput, who had
194 been Mamlutdar of Purgunna Padshapoor, &c. was removed from his office by a sunnud from the Paishwa dated 15th Ramzan, in Soorsun Ehude Meiatain and Alif [A. D. 1800-01], by which the Comavis of Padshapoor, &c. was transferred to Dowlut Row Scindia for the support of troops; and that the purgunna was again transferred from Scindia to the former Comavisdar, Shideshwur Muheeput, on the 27th of Rujul, in Soorsun Esune Meiatain and Alif [A. D. 1801-02]. But the sunnud described in paragraph 1 is dated during the intermediate period, when Shideshwur Muheeput had no

right to interfere in any way with the management of Purgunna Padshapoor. He could have had no authority to issue such a sunnud even when he was Comavisdar of the mahal; and much less at a time when he was displaced by the Paishwa's express orders from its management. 195

"3. Moreover, the accounts of the Poona Hoozoor [of later date than that of the alleged grant of the land A], which have been found in the Paishwa's duftur, prove that the lands in Purgunna Padshapoor, for the revenues of which the manager of the mahal was held answerable, included as khalsat the whole of the alleged inam under consideration, until at least as late as A. D. 1815-16.

"4. This land is entered in the latest accounts [of the present Government] as one of Anajee Nursew's 'Taghaet' [or 'for life'] holdings.

"5. The claimant, Konher Row Anajee, besides the specific sunnud quoted in paragraph 1, puts forward, to strengthen his title to succeed to this and the other alleged inams, regarding which his kyfeeut of the 25th May, closed on the 22nd June 1847, 196 has been made, the 8th and following documents quoted in the 7th paragraph of the Inam Commissioner's Report of the 3rd February 1847, adopted for his decision of the 3rd November 1847, in the case of the villages Kublapoor, Woteemuroo, and Kenchunhuttee. The Inam Commissioner's reasons for his opinion that the correspondence contained in these documents makes no recognition of Anajee Nursew's title to any but his *wuttun* inams, are explained in the 8th to the 27th paragraphs of the above cited report, and also [as part of a general question] in the Inam Commissioner's letter to Government, No. 251, dated 18th June 1846, with the opinion expressed, in which the Honorable the Governor in Council has intimated his concurrence in the Chief Secre- 197 tary's letter No. 3446, dated 26th September 1846.

"6. There can be no doubt that the land A, in Muzzra Yedulgood, of Cusba Ankulgee, was improperly held by Anajee Nursew, and that his son's present claim to succeed to it ought to be rejected."

"MEMORANDUM II.

"*On Claim B of No.* 1, *to seven Anas of a Chigur of Land in Cusba Ankulgee.*

"1. The claimant produces, as his title deed for this land, a document, purporting to be a sunnud issued by Shideshwur Muheeputrow, on the 3rd of Rubbee-ool-Awul, in Soorsun Khumus Meiatain and Alif [A. D. 1804-05], granting to Nurso Anajee Desh- 198 pandey, as hereditary inam in perfect free-hold, the following lands, viz :—

"As parasol inam :—

In Cusba Ankule [or Ankulgee]	7	anas of a chigur.		
In Mouza Boodeehall	4	„	„	„
	11	„	„	„

"Also as chowree inam :—

In Mouza Aktungeerhall	4	anas of a chigur.		
Total parasol and chowree inam	15	„	„	„

"2. The Poona records show that Shideshwur Muheeputrow was *finally* removed from the management of Purgunna Padshapoor, by a sunnud issued by the Paishwa on the 15th of Rubbee-ool-Awul, in Soorsun Arba Meiatain and Alif [A. D. 1803-04], very nearly a year before the date of the sunnud described in paragraph 1, the grant recited in which, if it ever took place at all, which there is much reason to doubt, was wholly unauthorised. 199

"3. The whole of the matter recorded from the 3rd to the 5th paragraph of Memorandum I. [regarding Claim A of No. 1] is applicable to the claim B under consideration.

"4. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in the alleged inam B should be rejected."

"MEMORANDUM III.

"*On Claim C of No.* 1, *to three Anas of a Chigur of Land as Gootga* [*at a fixed Quit-rent*] *Inam, in Cusba Ankulgee.*

"1. The claimant produces, as his title deed for this land, a document, purporting to
200 be a takeed addressed by Dhondo Ramchunder, Soobhedar of Purgunna Padshapoor, to the Mokuddums of Cusba Ankule, [or Ankulgee,] on the 16th of Zilhej, in Soorsun Suman Meiatain and Alif [A. D. 1807-08], desiring them, in conformity, it is said, with a verbal order from the Sursoobhedar, to make over to Nurso Anajee Deshpandey a new inam of Rs. 60 rental, a sunnud for which was to be issued on receipt of their reply.

"2. The whole transaction to which this document relates was clearly unauthorised, and the whole of the matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his
201 father in this alleged inam should be rejected."

"MEMORANDUM IV.

"*On Claim D of No.* 1, *to three Anas of a Chigur of Land in Cusba Ankulgee.*

"1. The claimant produces, as his title deed for this land, a document, purporting to be a takeed addressed by Dhondo Ramchunder, Soobhedar of Purgunna Padshapoor, to the Mokuddums of Ankule, [or Ankulgee,] on the 2nd of Mohurrum, in Soorsun Suman Meiatain and Alif [A. D. 1807-08], ordering them to make over three anas of land in the cusba to Nurso Anajee Deshpandey, to be held by him for a fixed gootga, or annual quit-rent, of Rs. $7\frac{1}{2}$.

202 "2. Nothing is said in this takeed of the term for which the land to which it relates was to be held, nor is it alluded to as inam. The whole of the matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM V.

"*On Claim A of No.* 2, *to four Anas of a Chiyur of Land in Mouza Aktungeerhall.*

"1. The claimant produces, as his title deed for this land, a document, purporting to be a sunnud issued by Shideshwur Muheeputrow, on the 3rd of Rubbee-ool-Awul, in Soorsun
203 Khumus Meiatain and Alif [A. D. 1804-05], granting to Nurso Anajee Deshpandey, as hereditary surv inam, a quarter of a chigur of land in Mouza Aktungeerhall, for the expense of a torch or lantern.

"2. The remarks made regarding a similar sunnud of the same date as this, in the 2nd paragraph of Memorandum II. [on Claim B of No. 1] apply equally to this one.

"3. The whole transaction to which this document relates was clearly unauthorised, and the whole of the matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his
204 father in this alleged inam should be rejected."

"MEMORANDUM VI.

"*On Claim B of No.* 2, *to four Anas of a Chigur of Land in Mouza Aktungeerhall.*

"1. The claimant puts forward, as his title deed for this land, the document described in paragraphs 1 and 2 of Memorandum II.

" 2. The whole transaction to which this document relates was clearly unauthorised, and the whole of the matter recorded from the 3rd to the 5th paragraph of Memorandun I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM VII.

" *On Claim C of No. 2, to half a Chigur of Land in Mouza Aktungeerhall.* 205

" 1. The claimant produces, as his title deed for this land, a document, purporting to to be a sunnud issued by Keshowrow Balkrishn, Sursoobha of Prant Carnatic, on the 5th of Shuwal, in Soorsun Seet Meiatain and Alif [A.D. 1805-06], granting to Nurso Anajee the following new inams, viz :—

In Mouza	Mulapoor.....	10	anas of a	chigur.
„	Aktungeerhall....	8	„ „	„
„	Boodeehall.....	6	„ „	„
„	Arbhavee.....	8	„ „	„

In all two chigurs of land, as hereditary inam.

" 2. All of the grants to which this sunnud relates were clearly unauthorised, and the whole matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam 206 Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM VIII.

" *On the Claim in No. 3, to fourteen Anas of a Chigur of Land in Mouza Sooludhall.*

" 1. The claimant produces, as his title deeds for this land, two documents: one of these purports to be a sunnud issued by Shideshwur Muheeputrow, on the 3rd of Rubbee-ool-Awul, in Soorsun Khumus Meiatain and Alif [A. D. 1804-05], granting to Nurso Anajee Deshpandey, as hereditary gootga inam, at a fixed annual quit-rent, fourteen anas of a chigur of land in Mouza Sooludhall.

" 2. The remarks made regarding a similar sunnud, of the same date as this, in the 207 2nd paragraph of Memorandum II. [on Claim B of No. 1], apply equally to this one.

" 3. The other document regarding this land produced by the claimant purports to be a takeed addressed by Dhondo Ramchunder, Soobhedar of Purgunna Padshapoor, to the Mokuddums of Sooludhall, in Soorsun Suman Meiatain and Alif [A. D. 1807-08], ordering them to remit the quit-rent paid by Nurso Anajee for his gootga inam in their village, and to continue it to him hereditarily as surv inam.

" 4. The transactions to which both of the documents put forward in this claim relate were clearly unauthorised; and the whole of the matter recorded from the 3rd to 208 the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM IX.

" *On the Claim in No. 4, to half a Chigur of Land in Mouza Mudwall.*

" 1. The claimant produces, as his title deed for this land, a document, purporting to be a takeed issued in A. D. 1806-07, by Anundrow Ramchunder, Sursoobha of Prant Carnatic, to the village officers of Mouza Mudwall, ordering them to make over, and continue in perpetuity, to Nurso Anajee Deshpandey, as gootga inam, at a fixed quit-rent, half 209 a chigur of land in their village.

"2. The whole transaction to which this document relates was clearly unauthorised, and the whole of the matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM X.

"*On the Claim in No. 5, to half a Chigur of Land in Mouza Arbhavee.*

"1. The claimant puts forward, as his title deed for this land, the document described in the 1st paragraph of Memorandum VIII.

210 "2. All of the grants to which this sunnud relates were clearly unauthorised, and the whole matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM XI.

On the Claim in No. 6, to forty-eight Hoons worth of Land in Mouza Kunburgee.

"1. The claimant produces, as his title deed for this land, a document, purporting to be the copy of a sunnud or letter addressed on the 1st of Saban, in Soorsun Teesa Ashur
211 Meiatain and Alif [A. D. 1818-19], by Chintamun Row Pandoorung, to Anajee Nursew Deshpandey, granting him the following lands as hereditary inam, viz:—

Three pieces of land in Mouza Kunburgee, rental	Rs. 96
One piece of land in Mouza Altugey, rental.....	20
Total..	Rs. 116

"2. Supposing the above document to be a genuine copy, the land in Kunburgee, which was granted by Chintamun Row in A. D. 1818-19, when that village formed part of his surinjam, ought to have been taken possession of on the part of the Company's Government when Kunburgee was resumed in A. D. 1820-21.

"3. At all events, now that Anajee Nursew is dead, his son's claim to inherit such a grant must be rejected."

212 "MEMORANDUM XII.

"*On the Claim in No. 7, to ten Anas of a Chigur of Land in Mouza Mulapoor.*

"1. The claimant puts forward, as his title deed to this alleged inam, the document described in the 1st paragraph of Memorandum VII.

"2. The whole of the grants to which this sunnud relates were clearly unauthorised.

"3. There are no accounts of Mouza Mulapoor during the present Government forthcoming, as the village itself has been held as inam or in farm; but, with this exception, the whole matter recorded from the 3rd to the 5th paragraph of Memorandum I. [on Claim A of No. 1] is equally applicable to the claim under consideration.
213 The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam should be rejected."

"MEMORANDUM XIII.

"*On Claim A in No. 8, to four Anas of a Chigur of Land in Mouza Goojunhall.*

"1. The claimant produces, as his title deed to this alleged inam, one document, purporting to be a sunnud issued by Shideshwur Muheeputrow, on the 10th of Saban, in Soorsun Esune Meiatain and Alif [A. D. 1801-02], granting to Nurso Anajee Deshpandey the following lands of Mouza Goojunhall, as inam in perpetuity, viz:—

"A quarter of a chigur then held as gootga inam, at a quit-rent of Rs. 10, now made surv inam.

"A quarter of a chigur, rental Rs. 25, now granted as gootga inam, at a quit-rent of 214
Rs. 10.

"Half a chigur of land as surv inam, adjoining another half chigur, which had been granted as inam by a separate sunnud.

"In all three-quarters of a chigur of land as surv inam, and one-quarter of a chigur as gootga inam.

"2. At the date of this sunnud Shideshwur Muheeputrow was Comavisdar of Purgunna Padshapoor, acting directly under the Paishwa, but he had no authority from him to alienate Government revenue in perpetuity.

"3. The claimant asserts that this land A was acquired as gootga inam previous to the establishment of the Paishwa's authority; but there are numerous accounts of Purgunna Padshapoor during the greater part of the Paishwa's occupation of it from A. D. 215
1758-59 till 1815-16, containing lists of the inams held and authorised, none of which make any allowance on account of the alleged inam A, either as gootga inam, in which condition it is said to have existed till A. D. 1801-02, or as surv inam, which the claimant asserts it has since then continued. On the contrary, the Paishwa's accounts show, that up to the close of his Government [at any rate as late as A. D. 1815-16] the lands in Purgunna Padshapoor, for the revenues of which the manager of the mahal was held answerable, included as khalsat the alleged inam A under consideration.

"4. There are no records forthcoming relating to Goojunhall during the present Government, in consequence of an abuse, by which the whole village has been improper- 216
ly held as inam, and no accounts furnished.

"5. It is clear, however, from what has been stated, that Anajee Nursew had no right to the quarter of a chigur of land A, either as gootga or as surv inam, and therefore the claim of his son to inherit it must be rejected."

"MEMORANDUM XIV.

"*On Claim B of No.* 8, *to four Anas of a Chigur of Land as Gootga Inam, in Mouza Goojunhall.*

"1. The claimant puts forward, as his title deed for this alleged inam, the document described in paragraphs 1 and 2 of Memorandum XIII.

"2. As in the case of the other alleged inams, the result of the investigation of whose history has been above recorded, the accounts of the Poona Hoozoor prove that 217
the lands in Purgunna Padshapoor, for the revenues of which the Paishwa held the managers of that mahal answerable, included as khalsat the whole of the alleged inam under consideration, even as late as A. D. 1815-16.

"3. As Anajee Nursew, therefore, could have had no right to this land, his son's claim to inherit it must be rejected."

"MEMORANDUM XV.

"*On Claim C of No.* 8, *to half a Chigur of Land in Mouza Goojunhall.*

"1. The claimant puts forward, as his title deed for this alleged inam, the document described in paragraphs 1 and 2 of Memorandum XIII.

"2. The purport of the evidence afforded by the Paishwa's records regarding this 218
alleged inam is exactly the same as what is mentioned in paragraph 2 of Memorandum XIV. regarding the holding B in Goojunhall.

"3. As Anajee Nursew, therefore, could have had no right to this land, his son's claim to inherit it must be rejected."

"MEMORANDUM XVI.

On Claim D of No. 8, to half a Chigur of Land in Mouza Goojunhall.

"1. The claimant does not produce any title deed for this alleged inam, but refers for evidence to the document described in paragraphs 1 and 2 of Memorandum XIII., stating that this half chigur is the same as that which is *incidentally* mentioned in that sunnud.

219 "2. The purport of the evidence afforded by the Paishwa's records regarding this alleged inam is exactly the same as what is mentioned in paragraph 2 of Memorandum XIV. regarding the holding B in Goojunhall.

"3. As Anajee Nursew, therefore, could have had no right to this land, his son's claim to inherit it must be rejected."

"MEMORANDUM XVII.

"*On Claim A of No. 9, to four Anas of a Chigur of Land in Mouza Boodeehall.*

"1. The claimant puts forward, as his title deed for this alleged inam, the document described in paragraphs 1 and 2 of Memorandum II.

220 "2. The Dufturdar reports that he is unable to find any accounts of the present Government relating to Mouza Boodeehall; but, with this exception, the whole of the matter recorded from paragraph 3 to paragraph 5 of Memorandum I. is applicable to the claim under consideration.

"3. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam must be rejected."

"MEMORANDUM XVIII.

"*On Claim B of No. 9, to four Anas of a Chigur of Land in Mouza Boodeehall.*

"1. The claimant produces, as his title deed for this alleged inam, one document, purporting to be a sunnud issued by Shideshwur Muheeputrow, on the 3rd of Rubbee-
221 ool-Awul, in Soorsun Khumus Meiatain and Alif [A. D. 1804-05], granting to Nurso Anajee, as hereditary inam, four anas of a chigur of land in Mouza Boodeehall.

"2. The Inam Commissioner's remarks on a similar sunnud, in paragraph 2 of Memorandum II., apply equally to this one.

"3. The Dufturdar reports that he is unable to find any accounts of the present Government relating to Mouza Boodeehall; but, with this exception, the whole of the matter recorded from paragraph 3 to paragraph 5 of Memorandum I. is applicable to the claim under consideration.

"4. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam must be rejected."

222 "MEMORANDUM XIX.

"*On Claim C of No. 9, to six Anas of a Chigur of Land in Mouza Boodeehall.*

"1. The claimant puts forward, as his title deed for this alleged inam, the document described in paragraph 1 of Memorandum VII.

"2. All the grants to which this sunnud relates were clearly unauthorised; and the whole of the matter recorded in paragraphs 3 and 5 of Memorandum I. apply to the alleged inam under consideration.

"3. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam must be rejected."

"MEMORANDUM XX.

"*On Claim D of No. 9, to one Ana of a Chigur of Land in Mouza Boodeehall.* 223

"1. The claimant has no evidence of any kind as to his title to this land.

"2. The whole of the matter recorded in paragraphs 3 and 5 of Memorandum I. are applicable to this alleged inam.

"3. The Inam Commissioner is therefore of opinion, that Konher Row's claim to succeed his father in this alleged inam must be rejected."

"GENERAL SUMMARY.

"1. From the fact that all of the above lands, regarding which there is any mention in the accounts of the present Government, are entered in them as life-holdings of Anajee Nursew, it is evident that it was intended that the Commissioner's Rules of A. D. 1819 should take effect at Anajee Nursew's death, and this they would have done without question, had it not been for the doubt which arose as to whether it had not been decided by competent authority that Anajee Nursew's alleged inams, however invalid, were to be continued. 224

"2. This question is disposed of by the Inam Commissioner in his Report of the 3rd February 1847, which he has adopted for his Decree No. 6 of 1847 [Belgaum List], in the case of Konher Row Anajee's claim to succeed his father in the three villages Kublapoor, Woteemuroo, and Kenchunhuttee; and having been set forth more at large in the Inam Commissioner's letter to Government No. 251, dated 18th June 1846, the Honorable the Governor in Council has declared, in the Chief Secretary's letter No. 3446, dated 26th September 1846, that up to the last no recognition of the claims of Anajee Nursew, &c. &c. to their newly acquired inams was intended. 225

"3. This being the case, it is certain, that whether Mr. Elphinstone's Inam Rules of A. D. 1819, or the Government Rules of 1842, are followed, the whole of the holdings enumerated in the annexed tabular statement of Konher Row Anajee's claims ought to have been resumed at the death of Anajee Nursew; and as Konher Row can have no just title to succeed to them, his claim to do so is rejected, and the Inam Commissioner decides that the lands in question shall henceforward be treated as khalsat.

(Signed) "W. HART,
"Inam Commissioner.

"*Belgaum, 10th November* 1847."

20. The Mahratta decision passed with reference to the above Report was to the following effect:— 226

"*Translation of the Decree of the Inam Commission, &c., No. 8 of* 1847, *in the Belgaum Collectorate.*

"In nine villages of the Padshapoor Talooka, in the Belgaum Collectorate, Anajee Nursew, Deshpandey of Kuryat Anukle, held lands as personal inam, *i. e.* inams exclusive of his wuttun. Anajee Nursew having died, his son Konher Row oorf Bappoo Saheb bin Anajee Punt Deshpandey now claims the lands in question, as belonging to him by right of inheritance. The lands thus claimed are detailed below:—

"1. In Cusba Ankulgee, Mahal Ankulgee, 4 anas of a chigur of land as eksalee inam, of which 3 anas are khooshkee [dry crop], and one ana bagaeet [garden] land. 227

"7 anas of a chigur of khooshkee [dry crop] land as eksalee inam; 3 anas of a chigur of bagaeet [garden] land as gootga inam; 3 anas of a chigur of khooshkee [dry crop] land as eksalee inam;—in all one chigur and one ana of a chigur.

"2. In Mouza Aktungeerhall, Mahal Ankulgee, 4 anas of a chigur of khooshkee [dry crop] land as eksalee inam; 4 anas of a chigur of khooshkee [dry crop] land as eksalee inam; 8 anas of a chigur of khooshkee [dry crop] land as eksalee inam;—in all one chigur of land.

"3. In Mouza Sooludhall, Mahal Ankulgee, fourteen anas of a chigur of khooshkee [dry crop] land as gootga eksalee inam.

228 "4. In Mouza Mudwall, Mahal Ankulgee, half a chigur of khooshkee [dry crop] land as gootga inam.

"5. In Mouza Arbhavee oorf Dawulhuttee, Mahal Ankulgee, half a chigur of khooshkee [dry crop] land as eksalee inam.

"6. In Mouza Kunburgee, Summut Dhamnee, turree [irrigated] land, valued at forty-eight hoons, as surv inam, the value of each hoon in Company's currency being Rs. 1-12-0.

"7. In Mouza Mulhapoor, Mahal Ankulgee, ten anas of a chigur of khooshkee [dry crop] land as eksalee inam.

"8. In Mouza Goojunhall, Mahal Ankulgee, 4 anas of a chigur of old gootga inam, now held as surv inam, of which two anas are khooshkee [dry crop] land, and
229 two anas bagaeet [garden] land; 4 anas of a chigur of khooshkee [dry crop] land as gootga inam; 8 anas of a chigur of khooshkee [dry drop] land as eksalee inam; 8 anas of a chigur of khooshkee [dry crop] land as eksalee inam;—in all one and a half chigur of land.

"9. In Mouza Boodeehall, Talooka Gud, Illaka Koorundwur, 4 anas of a chigur of khooshkee [dry crop] land as eksalee inam; 4 anas of a chigur of khooshkee [dry crop] land as eksalee inam; 6 anas of a chigur of land as eksalee inam, of which three anas are khooshkee [dry crop] land, and three anas bagaeet [garden] land; 1 ana of a chigur of khooshkee [dry crop] land as eksalee inam;—in all fifteen anas of a chigur of land.

230 "In all twenty pieces of land, in nine villages, the inheritance of which as inam is claimed.

"Regarding the above mentioned lands, Konher Row Anajee gave to the Inam Commission a kyfeeut or statement, marked क, and a tabular statement, marked ख, which will be found recorded in the duftur, also, in support of the assertions therein made, twelve documents, copies of which are recorded along with the kyfeeut or statement.

"Besides the above twelve documents, which were given in, as stated in the latter part of the thirteenth clause [answer] of the kyfeeut, referred to in the last paragraph, 15 other documents were given on a former occasion, and to seven of them Konher Row
231 Anajee now appeals as proof to strengthen his title. Copies of these 15 documents are recorded, with the kyfeeut or statement which was written by Konher Row's father Anajee Punt, regarding the three villages Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, and, as their purport is recorded in the Inam Commissioner's report on those villages, it is not considered necessary to record them afresh in this case.

"After an examination of the district and other accounts of the Paishwa's Government, and those of the present Government, and after a full consideration of the assertions made, and documentary evidence produced, by Konher Row Anajee, as well as the evidence formerly adduced by Anajee Punt; bearing in mind also the facts set forth
232 in the Inam Commissioner's letter to Government No. 251, dated 18th June 1846, and the sentiments of Government, declared in its letter in reply, No. 3446, dated 26th September 1846, the Inam Commissioner places on record separate English memoranda of this day's date, regarding the alleged inams enumerated above, and records the following decision:—

"In the nine villages above mentioned, twenty pieces of land were enjoyed by Anajee Nursew, who is now dead. His heir gave in a kyfeeut, and adduced in proof certain documents, which, however, do not afford any just grounds for the continuance of the said lands as inam. Moreover, it appears to the Inam Commissioner, from an examination of the Government accounts, and other papers in the duftur, that the said lands 233
should be khalsat. And it is accordingly hereby decreed, that all the holdings in the nine villages as enumerated above shall be resumed, and henceforward treated as Government khalsat.

(Signed) "W. HART,
"Commissioner."

21. In order to give effect to the decisions described above in paragraphs 17 and 20, the following two letters were written by the Inam Commissioner to the Acting Collector of Belgaum:—

1st.—*Letter No.* 434, *dated* 3*rd November* 1847.

"SIR,—I have the honour to inform you, that under authority of the general directions contained in the Government letter No. 1900, dated 26th May 1847, I have decided that the three villages Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, 234
in the Padshapoor Talooka, held as jooree inam by the late Anajee Nursew Deshpandey, are to be taken possession of on the part of Government as khalsat.

"I have, &c.
(Signed) "W. HART,
"Inam Commissioner."

2nd.—*Letter No.* 437, *dated* 11*th November* 1847.

"SIR,—I have the honour to forward a list [in Mahratta] of certain lands claimed as inam in nine villages of Talooka Padshapoor, by the heir of the late Anajee Punt, Deshpandey of Ankulgee, whose claim I have considered it necessary to reject; and to inform you, that under the general instructions contained in the Government letter No. 1900, dated 26th May 1847, I have decided 235
that the whole of the lands in question shall be taken possession of on the part of Government.

Cusba Ankulgee.
Mouza Aktungeerhall.
" Sooludhall.
" Mudwall.
" Arbhavee.
" Kunburgee.
" Mulhapoor.
" Goojunhall.
" Boodeehall.

"I have, &c.
(Signed) "W. HART,
"Inam Commissioner."

22. The Acting Collector took possession of the villages and inams to which these letters related, and they have since been managed by the Honorable Company's officers.

23. On the 20th November 1847, the Secretary to Government addressed the following letter, No. 4835, to the Inam Commissioner, with reference to the Chief Secretary's letter described above in paragraphs 10 and 11:—

"SIR,—With reference to Mr. Chief Secretary Pringle's letter to your address, 236
No. 1900, dated the 26th May last, communicating instructions for your guidance in the disposal of inam claims, I am directed to inform you, that as it has been ruled that the Government alone can legally resume or confirm rent-free tenures, or declare on what terms they are to be continued to the claimants, the Honorable the Governor in Council is pleased to modify the instructions conveyed in the 3rd paragraph of that letter, in so far as to direct that all cases of inam claims coming before you for adjudication must in future be submitted to Government, with your opinion and report thereon, through the Revenue Commissioner Southern Division, when a distinct order will be passed on each, and communicated to the Collector of the district to which the claim may belong. 237

"2. I am accordingly desired to request that you will have the goodness to forward, through the above channel, all cases of this nature that you may have intermediately disposed of in conformity with the orders of the 26th May last.

"I have, &c."

24. With a letter, No. 450, dated 9th December 1847, the Inam Commissioner, under the above instructions, submitted to the Revenue Commissioner, for the final orders of Government, several reports, including those from which the above described decisions, Nos. 6 and 8, were framed. These reports were, it will be recollected, dated respectively 3rd February and 10th November 1847.

238 25. The former of these was forwarded to Government for approval, with a memorandum from the Revenue Commissioner Southern Division, No. 424, dated 3rd February 1848.

26. Some doubts having occurred to the Revenue Commissioner respecting one of the cases involved in the 8th decision, passed on the 10th November 1847, and afterwards reported for the orders of Government, as stated above in paragraph 24, he returned it for the explanation of the Inam Commissioner, with the following endorsement, No. 524, dated 10th February 1848:—

"The Inam Commissioner is requested, with reference to paragraph 2 of the within Memorandum XI., to state under what circumstances or conditions the village Kunburgee was resumed in A. D. 1820-21, as therein mentioned."

27. The Inam Commissioner, having made some requisite inquiries, returned the 239 following reply, No. 487, dated 25th February 1848:—

"The Inam Commissioner has the honour to annex, for the information of the Revenue Commissioner, copies of the following four letters:—

"1*st.*—No. 480, dated 16th February 1848, from the Inam Commissioner to the Acting Political Agent Southern Mahratta Country.

"2*nd.*—No. 63 of 1848, dated 21st idem, from the Acting Political Agent, in reply to the above.

"3*rd.*—No. 72, dated 30th November 1844, from the Inam Commissioner to the Secretary to Government, requesting instructions on three questions as to inams held out of Chintamun Row's former surinjam [of which Kunburgee was a part], the first of which comprehends that now at issue.

240 "4*th.*—No. 21, dated 2nd January 1845, from the Secretary to Government, in reply to the last."

28. The following are copies of the four accompaniments of the last described Memorandum No. 487, numbered to correspond with it:—

(No. 1.) "LETTER No. 480.

"From W. HART, Esq.,

Inam Commissioner,

"To J. D. INVERARITY, Esq.,

Acting Political Agent, S. M. C.

"SIR,—I have the honour to request, that in order to enable me to answer a reference from the Revenue Commissioner, you will be so good as to inform me 'under what 241 circumstances or conditions' the village Kunburgee, in the Padshapoor Talooka, was resumed from Chintamun Row Pandoorung Putwurdhun, in A. D. 1820-21.

"I have, &c."

(No. 2.) "No. 63 of 1848.

"From J. D. Inverarity, Esq.,

Acting Political Agent, Southern Mahratta Country,

"To W. Hart, Esq.,

Inam Commissioner.

"*Dated 21st February* 1848.

"Political Department.

"Sir,—I have the honour to acknowledge the receipt of your letter No. 480, dated the 16th instant, in which you request information in regard to the circumstances or conditions under which the village of Kunburgee, in the Padshapoor Talooka, was resumed 242
from Chintamun Rao Pandoorung Putwurdhun, in A. D. 1820-21.

"2. In reply, I beg to state that the village in question formed part of the territory ceded by the Sanglee Chief, in lieu of the services of his quota of horse, and was, with other villages and districts, resumed to make good the sum of Rs. 1,35,000, which was the equivalent for the Chief's contingent of 450 horse.

"I have, &c."

(No. 3.)

"Committee No. 72.

"To E. H. Townsend, Esq.,

Secretary to Government, Bombay.

"Sir,—I have the honour to solicit the instructions of Government upon the following 243
points connected with the investigation now proceeding into claims to inams in the Southern Mahratta Country.

"2. In the year A. D. 1756, certain districts, which belonged to the ancient territories of the Nawaub of Savanoor, were ceded by that Chieftain to the Paishwa, and, having been held as khalsat mahals of the Poona Government for several years, were in A. D. 1764 assigned in fouj surinjam to Govind Hurree Putwurdhun. From that time until Hyder Allee's invasion they were continued on the same tenure to several members of the same powerful family, and though, of course, not actually held during Hyder and Tippoo's occupation of the country, were nevertheless entered in the accounts of the Poona Go- 244
vernment as properly belonging to the Putwurdhun's surinjam, being merely deducted from its value on account of their non-enjoyment. In A. D. 1790 these districts were recovered from Tippoo, and held as khalsat under the Poona Government, until 1793, when they were again given back as surinjam to Chintamunrow Pandoorung Putwurdhun, the grandson of Govind Hurree, above mentioned, and continued with him until two years after the East India Company obtained this country from the Paishwa, when, in A. D. 1819, several of the mahals in question were resumed by Government, in consideration of the Surinjamdar being excused from keeping up certain troops he had 245
been bound to furnish for his surinjam.

"3. The surinjam held by Govind Hurree and his family was granted by the Paishwa at a certain assessment or gross valuation, from which deductions were made on account of the expenses of managing the districts, of inams and money allowances for the support of Dewusthans, Mutts, and individuals, and of other charges which the Poona Government authorised to be paid by the Surinjamdar; the remainder, after these deductions were made, being set down as the nett value of the surinjam.

"4. The alienations authorised and specified in the Paishwa's accounts are not only those of whole villages and large sums of money, but comprise many inams of only a 246
few beegas of land, and wurshasuns of only two or three rupees.

"Of the accounts or jabitas in which these authorised alienations are specified by the Paishwa's Government, there are a good many forthcoming of various years during the administration of each of the members of the Putwurdhun family who have held the surinjam, besides separate lists of the alienations, apparently submitted by the Surinjamdars to be authorised by the Sirkar, and deducted in its valuation of the surinjam. But, in addition to the inams entered in any of the above records, a great many others [not so included] are now held and claimed in those mahals of the surinjam which have
247 been resumed by Government, and the investigation of them will be greatly facilitated if Government will decide several general questions which have arisen in examining claims made to inams in the districts to which allusion is made.

"6. The questions which have hitherto presented themselves are the following:—

"*First.*—In cases where the Surinjamdar has alienated land in inam, and the alienation may not have been recognised in any way by the Sirkar, is the grant to be considered as expiring with the resumption of the surinjam, or as binding on Government thereafter?

"*Second.*—In case an inam is claimed on the title of a grant made by the Savanoor
248 Nuwaub, or other sovereign authority, previous to the district having been assigned in fouj surinjam, and the claimant asserts that his family was permitted to continue holding it under the Surinjamdar; and supposing such assertion to be proved true; while it appears at the same time that the Sirkar never recognised the inam by admitting it into the tynat jabitas [or lists of the income and authorised alienations of revenue] of the surinjam, should the actual restoration and continuance of such inam by the Surinjamdar, without the sanction or recognition of the Sirkar, be looked on as restoring the whole force of the original grant, or should the Sirkar's non-recognition of it at the time of granting the surinjam or afterwards be regarded as a resumption, and any subsequent
249 restoration and continuance by the Surinjamdar considered to be only of the force of a *new grant* made by the latter of his own authority?

"*Third.*—In cases where it is seen that an inam was never recognised in the tynat jabitas of the surinjam, while the claimant asserts it to have been granted or continued by the Surinjamdar, that is where actual possession, obtained by the act or connivance of the inferior authority, is asserted, in order to combat the proof afforded by the records of the non-recognition by the superior authority, is this non-recognition to be regarded as sufficiently strong *primâ facie* evidence against the fact of the asserted actual enjoyment to render it necessary that such
250 asserted enjoyment must be distinctly proved, or is it still necessary that the investigating officer must believe the claimant's assertion true, because he may have no means of specifically proving it to be false?

"7. There is nothing to be found in the records which would show that the first of the above three questions would have been decided, as a matter of right, in favour of the claimants to inams granted by the Surinjamdars: had the resumption of the surinjam taken place during the late Government, some of them would probably have been continued, for there are among the records lists of inams granted by Surinjamdars, and other inferior authorities, which have been subsequently confirmed by sunnuds of the
251 Sirkar; still the very fact of such confirmation being considered necessary militates against the belief that the Surinjamdars' grant could create a good title, to do which the act of the Sirkar or its authorised officers seems to have been always necessary.

"8. As to the second question, there is some doubt connected with it. It is *possible*, that in valuing each purgunna of the surinjam at the time of its assignment, the valuation may have been made after deducting some inams then existing, which would for this reason not appear in the tynat jabitas, though actually permitted. There is nothing to be found on record to show that this *was* the case, or, if so, what inams were so

deducted; but it is probable, that if any were, the 'Gaom Nisbut' inams, or those held as provision for the village servants, and religious establishments, would have been the only 252
ones thus treated. The presumption that they may have been so should, perhaps, be allowed to tell in favour of claimants to such inams, so far as to enable the investigating officer to dispense with the whole amount of proof that might be considered necessary in other cases; but the asserted enjoyment of any inams not entered in the jabitas, which may be claimed by individuals foreign to the village establishments, should only be credited on positive evidence.

"9. The last question should, I conceive, be decided so as to throw the burthen of removing the presumption to be formed, from the absence of all mention of an inam in the Hoozoor accounts or jabitas, on the claimant; of course, however, with the under- 253
standing that every aid is to be afforded to him, and every effort made in searching for district and other accounts which may afford the proof required. Should, however, the claimant fail in pointing out, and the investigating officer be unable to find, any proof of the actual possession asserted by the former, the non-recognition of the inam in the jabitas will be very strong evidence of its actual non-existence at the time for which they were drawn up.

"10. I take the liberty of begging that you will be so kind as to obtain the decision of Government on the above three points as soon as may be convenient, as the reports now under preparation on the inams of new Hooblee cannot be got ready for reference 254
to Government before this is done.

"I have, &c.
(Signed) "W. HART,
"Member of Commission for investigating Claims to Inams, &c.
for the Commission.

"*Dharwar*, 30*th November* 1844."

(No. 4.) "No. 21 OF 1845.

"TERRITORIAL DEPARTMENT,
REVENUE.

"To W. HART, Esq.,
"Member of the Commission for investigating Claims to Inams, &c.
in the Southern Mahratta Country.

"SIR,—I am directed by the Honorable the Governor in Council to acknowledge the receipt of your letter No. 72, dated the 30th November last, submitting, for the decision of Government, three questions connected with the investigation now being carried on by your Commission. 255

"2. In reply, the Governor in Council desires me to inform you, that you have in your 7th, 8th, and 9th paragraphs, taken the proper view of the mode in which these questions should be disposed of, and directs me to authorise you to act on them accordingly. Still the Commission should not, I am desired to inform you, fail to show, in each case, every consideration to the claim which the Rules of 1842 may entitle it to, and at the same time to extend all liberality where fraud or concealment may not be apparent.

"I have, &c.
(Signed) "E. H. TOWNSEND,
"Secretary to Government.

"*Bombay Castle, 2nd January* 1845."

29. The Revenue Commissioner submitted the Inam Commissioner's Report of the 10th November 1847, and subsequent correspondence regarding it, described above in 256
paragraphs 26 to 28, for the approval of Government, but there is no record in this office to show on what date this was done.

30. With respect to the report submitted with the Revenue Commissioner's Memorandum No. 424, of the 3rd February 1848, as stated above in paragraph 25, the following letter, No. 1624, dated 21st March 1848, was addressed to the Revenue Commissioner, by the Secretary to Government :—

"Sir,—I have been directed to acknowledge the receipt of your Memorandum No. 424, dated the 3rd ultimo, forwarding a report by the Inam Commissioner on the claim of Konher Row bin Anajee bin Nursew to succeed his father in the possession as
257 jooree inam of Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, villages of the Padshapoor Talooka, of the Belgaum Collectorate.

"2. In reply, I have been desired to state that it is fully evidenced by the facts adduced by the Inam Commissioner, that these villages are properly 'khalsat'; but as Anajee Nursew has died since giving in his statement and proofs, and the villages are now held by the deceased's son, Konher Row, the Honorable the Governor in Council is of opinion, that before disposing of the case, Mr. Hart should request the present occupant to state whether he has anything to urge in support of his claim, in addition to what was advanced by his late father, and that he should also be requested by Mr. Hart
258 to explain how he meets the objections set forth in the foregoing report against his claim.

"3. Copy of this letter will be sent direct to Mr. Hart, for his information and guidance.

"I have, &c."

31. A copy of this letter was forwarded "for information and guidance" to the Inam Commissioner, with the Government Secretary's Endorsement No. 1625, of the same date, 21st March 1848.

32. On the 7th April 1848, in obedience to the above instructions, the Inam Commissioner addressed to Konher Row Anajee a letter, requesting him to enable the Inam Commissioner to fulfil the instructions of Government, which letter will be found more fully described below in paragraph 42.

259 33. This letter was forwarded along with another of the same date, regarding some exchanged villages to which this Recapitulation does not relate, but no reply was for some time received to either. On the 23rd April 1847, the Inam Commissioner received from Konher Row a letter, which contained no acknowledgment of the receipt of the two of the 7th idem, above mentioned, but enclosed three letters addressed to the Honorable the Governor in Council. On receipt of this communication, the Inam Commissioner addressed to Government a letter, No. 549, dated 29th April 1848, from which the following are extracts of the matter in it which related to the subject of this Recapitulation :—

".....On the same day [7th April 1848] I communicated to him [Konher Row
260 Anajee] in another letter, the purport of the instructions contained in the Government letter No. 1624 of 1848, a copy of which was sent me with Mr. Goldsmid's Endorsement No. 1625, dated 21st March 1848.

"5. Both of my letters of the 7th April were forwarded through the Acting Political Agent Southern Mahratta Country to Konher Row, at Sanglee, and on the 23rd of this month I received a letter from him, not acknowledging the receipt of either of them, nor in any way alluding to their purport, but enclosing to me three papers, with a simple request that I would forward them to Government. This letter from Konher Row to me is dated 16th, but bears the Belgaum post-mark of the 22nd instant.

261 "6. The unusual course thus pursued of making me the medium of his communications with Government, and the discrepancy of dates, &c. noticed above, make me suspect that Konher Row may be intrigueing in some manner to embarrass me in fulfilling the orders of Government with respect to his appeals against my decisions in his case; and I have therefore come to the conclusion, that the most straightforward and

safest course for me to pursue is to transmit the papers sent to me by him to you, and to refrain from offering any remarks upon them, unless I may be directed to do so.

"7. I have this day again written to Konher Row, informing him of the course I have pursued, and requesting him to lose no more time in bringing forward the evidence &c. which Government has permitted him to offer, and I now request the instructions 262
of Government as to what course I am to follow if he still neglects to do so.

"8. In relation to the subject of Konher Row's claims, I beg to call your attention to the fact, that though the Honorable the Governor in Council has assumed [in paragraph 2 of Mr. Goldsmid's letter No. 1624 of 1848] that the villages of Kublapoor, Woteemuroo, and Kenchunhuttee, are now 'held by Anajeee Nursew's son Konher Row,' they were not made over to him as inam, but merely *in deposit*, and with a clear understanding that this was only a temporary arrangement, until his right to them should be determined by Government, after a consideration of his father's statement. 263
The Inam Commissioner's suggestion to this effect is noticed in paragraph 4 of his Report of the 3rd February 1847, and that this suggestion was *acted upon by the Collector*, appears from that officer's yad to the Inam Commissioner, No. 16, dated 10th September following."

34. The three letters from Konher Row to the Governor in Council which accompanied the above letter were dated 16th April 1848. One of them was a general remonstrance against the [alleged] illegality of summary proceedings on the part of Government, and the constitution of the Inam Commission, and proposing to settle the question of his title to the several lands and villages attached by an amicable suit in the Adawlut. This letter applied also more particularly to three villages not affected by 264
the proceedings which form the subject of the present Recapitulation. The second of Konher Row's letters forwarded as above referred especially to the villages of Kublapoor, Woteemuroo, and Kenchunhuttee. The purport of this will be found recorded below in paragraph 43. The third of Konher Row's appeals to Government related especially to the separate minor holdings in nine villages, and its purport will be found recorded below in paragraph 45.

35. In submitting these documents, the Inam Commissioner did so for the reasons explained in his letter No. 549, without remark upon the nature of the arguments contained in them.

36. On the 6th June 1848, a letter, No. 3267, was addressed by the Secretary to Government to the Acting Political Agent and Collector of Belgaum, relating to Konher Row's claim to the villages and lands which form the subject of this Recapitulation, and 265
also to some others not referred to by it. The following are extracts of so much of this letter as refers to the villages and lands under consideration :—

"I have been directed by the Right Honorable the Governor in Council to transmit for your information copies of the documents noted in the margin, and to request you will have the goodness to inform Konher Row Anajee that a decision relative to the six [6] 'chigurs' of 'inam' land referred to in one of his letters, bearing date 16th April last, will be passed, after a careful consideration of the evidence which he may have adduced in support of his claim before the Inam Commissioner, and that 266
obtainable from other sources.

From Konher Row Anajee, dated 4th December 1847.
From ditto, dated 16th April 1848.
To the Revenue Commissioner S. D., No. 1624, dated 21st March 1848.
From the Inam Commissioner, No. 549, dated 29th April 1848.

"4. As regards the villages of Kublapoor and Woteemuroo, and Muzzra of Kenchunhuttee, you are requested to refer the claimant to the instructions conveyed in the Government letter of 21st March last, No. 1624, communicated to him by the Inam Commissioner on the 7th April following, and inform him, that unless he thinks fit to avail himself of the opportunity afforded him by these instructions, within one month of the receipt of this letter at Belgaum, Government will act on the ample evidence

already placed before them, and direct that these two villages and muzzra be also entered in the accounts and treated as khalsat."

267 37. A copy of the foregoing letter was forwarded to the Inam Commissioner, for information and guidance, with reference to his letter No. 549, dated 29th April 1848, by Government Memorandum No. 3268, dated the same day, 6th June 1848.

38. Pending the consideration by Government of the claim to the minor holdings in nine villages, the Secretary to Government addressed to the Inam Commissioner a letter, No. 3325, dated 7th June 1848, its accompaniment being a copy of the third of Konher Row's appeals, alluded to above in paragraph 34, and [as stated in paragraph 35] submitted without discussion with the Inam Commissioner's letter No. 549.

39. The following is a copy of the Government letter No. 3325, mentioned in paragraph 38 :—

268 "Sir,—With reference to the 1st paragraph of my letter to the Acting Political Agent in the Southern Mahratta Country, No. 3267, of the 6th instant, a copy of which was forwarded to you by endorsement on the same date, and to your report of the 10th November last [submitted through the Revenue Commissioner], on the claim of Konher Row Anajee to some inam lands, amounting to about six chigurs, I have been directed to transmit to you the annexed copies of a petition from the claimant, dated the 16th April last, and of its accompaniments [the originals of which accompanied your communication No. 549, of the 29th April], and to state that His Lordship in Council, before proceeding to consider the claim, requests to be favoured with your opinion on
269 any evidence or arguments that may be adduced in these papers, independently of what has been furnished in your report of the 10th November.

"I have, &c."

40. The accompaniment of this letter will be found fully described below [in paragraph 45], where mention is made of its return to Government with the Inam Commissioner's observations on it.

41. The proceedings of the Inam Commissioner, which took place after his receipt of the Government orders of the 21st March 1848, described above in paragraphs 30 and 31, are recorded in paragraphs 32 to 35. The following Report, No. 589, regarding those and subsequent proceedings, was submitted by the Inam Commissioner to Government on the 23rd June 1848 :—

270 "Sir,—On the 21st March last Mr. Secretary Goldsmid did me the honour of forwarding for my instruction, with an endorsement, No. 1625 of 1848, a copy of his letter to the Revenue Commissioner of the same date, No. 1624, and I now beg to report for the consideration of Government the result of the proceedings adopted by me in consequence :—

"2. The instructions of Government were—

"*First*, that I should request the present occupant to state whether he has anything to urge in support of his claim [to the villages Kublapoor, Woteemuroo, and Kenchunhuttee,] in addition to what was advanced by his late father.

"*Second*, that he should also be requested to explain how he meets the objections
271 set forth against his claim in the Inam Commissioner's report of the 3rd February 1847.

"3. With regard to the first of these points, I have already, in paragraph 8 of my letter No. 549, dated 29th April 1848, solicited your attention to the fact that Konher Row Anajee is not, properly speaking, the 'occupant' of the villages in question,—that is, they have not been made over to him as inam; but he has been allowed, since his father's death, to hold them merely in deposit, pending the decision of Government on his father's title. This consideration, however, has not influenced my proceedings in

fulfilling the instructions of Government, which have been carried into effect as they would have been if Konher Row had been installed in possession of the villages as 272
Inamdar.

"4. It was my intention to have required Konher Row's replies in person, but at his request, I have, to avoid delay, agreed to receive them by letter, and translations of the correspondence which has taken place between us respecting them are herewith submitted.

"5. In fulfilment of the first of the instructions recited in paragraph 2, I have sent to Konher Row a copy of all the statements made by his father, and invited him to add to them anything he might deem necessary; but he has declined making any addition, and assents to all that his father stated.

"6. In fulfilment of the second of the instructions, I have forwarded to Konher Row 273
two questions, which completely, though briefly, comprehend the objections put forward in my original report against his father's title; and in forwarding for the consideration of Government his replies, I have added such observations [in the shape of notes] as seemed necessary. It will be seen that Konher Row has not produced any fresh evidence, and that he has not put forward any argument which has not been met by the facts already in possession of Government.

"7. I have also the honour to forward a copy of Konher Row's letter to Government of the 3rd February and 16th April 1848, cited by him in paragraph [6] of his letter to me, dated 15th Jummad-ool-Akhir, which is No. 2 of the documents now submitted; and this I have interlined with notes, pointing out some misstatements, and affording such 274
explanations as I have thought may be useful. The original of this copy was one of those forwarded to you with my letter No. 549, dated 29th April 1848.

"I have, &c."

42. The first of the two accompaniments of the last described letter consisted of translations of four letters which had passed between the Inam Commissioner and Konher Row, between the 7th April and 4th June 1848, viz :—

1*st.*—The Inam Commissioner's letter of 7th April.

2*nd.*—Konher Row's reply, dated 19th May, with Inam Commissioner's notes.

3*rd.*—The Inam Commissioner's letter dated 24th May.

4*th.*—Konher Row's reply, dated 4th June.

These are here transcribed at length :— 275

"No. 1.

"*Substance of a Letter from the Inam Commissioner to Konher Row Anajee, dated 7th April* 1848.

"After compliments. On the 3rd November 1843 your father, the late Anajee Punt, wrote a statement * of his title to the three villages Mouza Kublapoor oorf Bhurmunhuttee, Mouza Woteemuroo oorf Kumulapoor, and Muzzra Kenchunhuttee, and as, after a consideration of this statement, and the Government accounts, it appeared necessary to resume the villages, I came to the decision of doing so, and reported it to Government. But Government, without confirming my decision, has endorsed an order to me,† desiring me to receive your reply about your claim. Wherefore, I shall require you to 276
answer before me the following questions; and, at the same time, should any doubts arise from the answers you may give, I shall require any necessary explanations of them. The questions are now sent, in order that you may have leisure to prepare replies to them; but of course your answer to the first cannot be furnished until you are present: still it is now included, that you may know what it will be; and there is no reason why you should not prepare your answers to the remaining two questions.

* "Recorded in the Inam Commissioner's Report dated 3rd February 1847, paragraph 6."

† "Endorsement No. 1625, dated 21st March 1848, forwarding copy of a letter to the Revenue Commissioner."

"QUESTIONS.

"1*st*.—The kyfeeut made by your father being shown to you, you are requested to state if you have any additional matter to represent, and if so, to state what it is.

277 "2*nd*.—The persons who granted the three villages in inam had no authority to do so; —the Paishwa's Sirkar never recognised their grant, and they were never entered as inam in the Hoozoor accounts: how then can you found any title on the fact that the persons referred to granted the villages?

"3*rd*.—No competent authority under the present Government has recognised the grant in such a manner that your title can be founded on his recognition: what is your answer to this objection, and by what evidence can you support it?

"The answers to these three questions will be received when you are present, and, 278 when your replies are given, should occasion for other questions arise from them, you will be expected to answer them also at the same time. Will you, therefore, be so kind as to make arrangements for being present, and in the meanwhile let me know at once by letter when you can appear."

"No. 2.

"*Substance of a Letter from Konher Row Anajee to the Inam Commissioner, dated 15th Jummad-ool-Akhir* [*19th May* 1848], *and received 22nd May* 1848.

"[1.] After compliments. I have received your letter of the 7th April 1848, and understood its contents, viz. that having made a decision in the Inam Commission regarding the three villages, Mouza Kublapoor oorf Bhurmunhuttee, Mouza Woteemuroo 279 oorf Kumulapoor, and Muzzra Kenchunhuttee, you have reported this to Government; but that Government, without approving of your decision, has sent you an endorsed order: that with respect to this you wish to take my answers on three points in your presence; and that, should any doubts arise from my answers, you will require answers in explanation of them also: that you have now sent the questions in order that I may prepare replies; that though my answer to the first of them cannot be taken till I am present, you send it that I may know what it is; and that there is nothing to hinder me from preparing my answers to the other two. To this I beg to reply as follows:—

280 "[2.] In the 1st question I am asked whether or not I have any additional matter to represent besides what is stated in my father's kyfeeut, which is to be shown to me. As to this, if I am required to appear before you to make my statement, I shall be unable to do so for two and a half months, as I am at present staying with Apa Saheb [Chintamun Row Putwurdhun], in Sanglee, and this period must elapse before I can go to where you are. I beg, therefore, that you will be so kind as to allow me so much delay. If it should be your wish to receive my replies on this subject within the above period, if you will be so kind as to send to me my father's original kyfeeut (1.) I will 281 look at it, and represent to you any additional matter I may have to submit.

"[3.] The purport of the 2nd question is, that as the persons who granted the three villages had no proper authority to do so, as the Paishwa's Government never approved of their grant, and as they were never entered as inam in the Hoozoor accounts, how then can my claim on the ground of their [original] grant be supported? My reply to this is as follows:—In the time of the Paishwa the Mamlut of Belgaum and Padshapoor was with Shideshwur Muheeput Beenewala, the Sursoobhedars, and others. Confusion having occurred in their management, disturbances took place in the mahals, and insur- 282 rections began to be raised. When my grandfather was applied to for assistance to settle this state of things, he, being desirous of acting for the good of the Sirkar, assisted with

(1.) "It was of course impossible to send the original kyfeeut; but the Inam Commissioner sent an attested copy of it, and has received a reply from Konher Row, who has nothing to add to it.—See his letter of the 2nd Rujub, a translation of which is the 4th document in this compilation."

his person and property, and, having quelled the disturbances, caused the authority of the Sirkar to be re-established. On this the Sursoobhedars and the Beenewala gave him the inam villages, (II.) his enjoyment of which continued uninterruptedly until the introduction of the present Government. (III.) When the rule of the Company's Government was established in the Padshapoor Talooka, my father afforded great assistance when Sir Thomas Munro was taking the fort of Belgaum, and that gentleman being 283
pleased thereat, gave him a sunnud in his own handwriting, ordering that the inams granted by the Beenewala and Sursoobhedars should be continued without interruption, as they had been continued until the introduction of this Government, and should not on any account be disturbed. (IV.) Afterwards, in A. D. 1818-19, the Honorable Mr. Elphinstone instituted Rules, (V.) and the above sunnuds being approved of, a decision 284
was made in 1825, in the Poona Commissioner's duftur, (VI.) that the grants were to be continued hereditarily; and we obtained an attested copy of that decision. (VII.) Now in the Rules more lately prescribed by Government for the Inam Commission, it is laid down that any grant declared hereditary by the Bombay Government, or any of its officers with competent authority, previous to A. D. 1833, shall be so continued; (VIII.) and 285
after the establishment of the Company's Government and its Rules, the sunnuds of the former Sursoobhedars and others granting inams to my grandfather and father were confirmed, and a decision made, that they should be continued hereditarily. The sunnuds to this effect which were in our possession have been already exhibited, and copies of them given by my father to the Inam Commission. (IX.) In the following paragraphs I shall again recite the purport of these documents in detail, by which you will be convinced; and as there is such conclusive proof of this [viz. the recognition of the present Govern- 286
ment], there seems no need to regard entries in the records of the Paishwa's Government. The Government orders issued since the introduction of the present Government, about our inams, were long ago given into the Hoozoor, and it is clear that the entries in the Government accounts were made from them. By all the above documents my claim is established. (X.)

(II.) "But their grants were unauthorised in the first place, and unrecognised by competent authority afterwards, as shown in the Inam Commissioner's Report of the 3rd February 1847."

(III.) "But the uninterrupted continuance was not authorised, and could not under any circumstances have been of the duration required for the lowest degree of prescriptive title."

(IV.) "Sir Thomas Munro's orders are the 8th and 9th documents described in paragraph 7 of the Inam Commissioner's Report of 3rd February 1847, the former of which relates exclusively to Anajee Nursew's wuttun holdings, and is in no manner applicable to his claim to the villages under report, and the latter was obtained by the representation of a Mamlutdar, and is merely a provisional one, depending on the truth of that representation, which, according to Anajee Punt's own showing, must have been false.—See paragraph 10 of the report above cited."

(V.) "According to the Commissioner's Rules here alluded to, Anajee Nursew's title would be at once rejected. This is admitted by Konher Row in another place, where he grounds his claim on orders especially exempting him from the operation of these Rules."

(VI.) "The decision which Konher Row alludes to was the Dufturdar's report of the 16th November 1826 [not 1825], an extract from which is the 15th document produced by Anajee Nursew, as recorded in paragraph 7 of the Inam Commissioner's Report of the 3rd February 1847. This extract is referred to in paragraph 25 of the report, and a history of the circumstances in which it originated is given from paragraph 16 to 24, and more fully in the Inam Commissioner's letter to Government No. 251, dated 18th June 1846, where the force of the *whole* document is determined."

(VII.) "The copy, which is recorded as the 15th in paragraph 7 of the Inam Commissioner's Report of 3rd February 1847, is not attested, though it is correct. The only attested copy produced was the 14th document described in the same paragraph, but this is not a copy of any decision by the Commissioner, but of certain Collectors' orders which had been disapproved of by him.—See paragraph 15 of the original Report."

(VIII.) "The Rule alluded to by Konher Row is one of those of 1842, and is correctly described by him, but, unfortunately, it does not apply to his claim. This point is considered in the 8th and following paragraphs of the Inam Commissioner's Report of the 3rd February 1847."

(IX.) "The sunnuds here alluded to are recorded in paragraph 7, and analyzed in paragraph 9, &c. of the original Report."

(X.) "In all of the above reply to the second question, contained in the Inam Commissioner's letter of the 7th April, a translation of which forms document No. 1 of this compilation, the point of the question is set

287 "[4.] The purport of the 3rd question is, that as no competent officer of the present Government has ever so recognised our title, that my claim can be supported by his recognition, how then can it be established? My reply to this is as follows:—The documents affording evidence on this point were formerly exhibited to the Inam Commission by my father, and copies of them were taken by the Sirkar. Their purport is summed up as follows:—

"1. When the late Sir Thomas Munro came into the Southern Mahratta Country, and was about taking the fort of Belgaum, my father afforded him great assistance; and he, being pleased with my father, gave him, on the 25th of May
288 A. D. 1818, a sunnud, written with his own hand, (XI.) the purport of which was, that my father had brought to him an urzee from Shreeneewas Row, the Mamlutdar, stating (XII.) that his inams, granted by the Beenewala and the Sursoobhedars, viz: the two villages Bhurmunhuttee and Kumulapoor, and his chowrat lands, had been uninterruptedly continued; wherefore this sunnud was issued to desire my father to enjoy the said wuttun, and inam villages, &c., and
289 to remain happy. For that they should be continued according to their ancient [mamool] continuance up to the introduction of the Government, without any trouble from the Sirkar. This is distinctly written, and by the words 'up to the introduction of the Government' is meant, that the inams had been continued without interruption up to the introduction of the Company's Government. (XIII.)

290 "2. On the 17th July A. D. 1819, the late Mr. Chaplin issued an order (XIV.) to Timapa, Mamlutdar of Padshapoor, that although a former order, (XV.) had been issued for the imposition of an increased jooree tax on the new villages and lands held by Anajee Nursew, Deshpandey of Kuryat Ankule, and for the resumption of the village Woteemuroo, still, as his [Anajee Nursew's] brother Nilkuntrow had come to the Hoozoor and exhibited a sunnud granted by the General [Sir Thomas Munro], &c. the present order was issued, that although,
291 according to the standing rules, the imposition of increased jooree tax was correct, yet, as the General had honoured Anajee Nursew with the grant of a sunnud, the villages, &c. should be continued according to it: wherefore the increased jooree tax, which had been imposed on his new villages and new lands, distinguished from his established [mamool] possessions, was now remitted, and the village resumed from him was to be released, and no interference exercised

aside. Konher Row does not anywhere pretend to reply to it by asserting *original* good title, but, virtually admitting the invalidity of his original title, founds his claim solely on the alleged recognition of competent authorities of the present Government, the non-existence of which is shown from paragraph 8 to paragraph 26 of the original Report of 3rd February 1847.—See below, at note (XXIII.)"

(XI.) "The document here referred to is the 9th described in paragraph 7, and considered in paragraph 10, &c. of the original Report."

(XII.) "Shreeneewas Row's urzee was a misrepresentation [see note (I.)] on the 9th document described in paragraph 7 of the original Report, and paragraph 10 of ditto. In his present letter, Konher Row has stated the purport of Shreeneewas Row's urzee in such an altered condition as to suppress the falsehood of it, by which falsehood Sir T. Munro was deceived into thinking the villages had been held as wuttuns from of old; and he tries to make it appear that it was known that they were recent grants by the Beenewala and Sursoobhedars, but a reference to the translation of Sir T. Munro's order will show that he was not informed of this fact."

(XIII.) "Konher Row here seems to use Sir Thomas Munro's order to prove the *fact* of continued enjoyment from of old up to the introduction of the present Government. But it can only prove his *belief* in that fact, and as the fact was not true, the order was founded on an erroneons belief, the result of Shreeneewas Row's false report. This is just what the Inam Commissioner has already shown. What it would be useful for Konher Row to show would be, that Sir Thomas Munro intended to guarantee the continuance of his villages, knowing that they were not wuttun or mamool estates, not that he intended to guarantee them, believing them to be such, and only provided they were such, which is the evident and only meaning of his order."

(XIV.) "Namely the 11th document recorded in paragraph 7 of the original Report, and considered in the close of its 12th paragraph."

(XV.) "Namely the order of the 27th May 1819, described in paragraph 12 of the original Report."

either with his new villages or new inam lands, which were to continued uninterruptedly. (XVI.)

"3. On the 3rd December A. D. 1819, the late Mr. Caphlin issued another order 292
(XVII.) to Timapa, Mamlutdar, the purport of which was that Anajee Nursew had represented in the Hoozoor that the village of Kenchunhuttee had been given to him as inam by Goorudapa Naik Chikuldineekur, to whom it had been granted by the Beenewala, but that now the whole of the Chikuldineekur's holdings, including all his wuttuns and villages, had been resumed, according to orders, (XVIII.) and that with them Kenchunhuttee had been resumed, although he [Anajee Nursew] had been in possession of it as inam for ten or twelve years; 293
that an order having been given for sending a kyfeeut about this, both a kyfeeut and a petition had been sent, on which this order was now issued, that as the said village was granted to the Chikuldineekur by the Beenewala, and as the Chikuldineekur made it over to Anajee Nursew Deshpandey, along with the sunnud given by the Beenewala to him, and also one executed by himself in his own name; and as it had been accordingly held for ten or twelve years without interruption, it was therefore now to be given up, and the village which had been placed under attachment was to be delivered over to the said Deshpandey, and 294
no further trouble given him on account of it.

"4. On the 18th December A. D. 1818 an order (XIX.) was issued by the late Mr. Chaplin to Nilkuntrow Mamlutdar, the purport of which was, that there was no occasion to interfere with the said person's [Anajee Nursew's] inam villages, lands, &c., and that they were to be continued without interruption.

"5. On the 4th June 1820 an order (XX.) was issued by the late Mr. Thackeray 295
to Nursingrow, Mamlutdar, the purport of which was, that the jooree tax which had been imposed was remitted, and that there was an order of Mr Chaplin's, No. 17, dated 9th July, (XXI.) in Fuslee 1229, for deducting it in the accounts, which order was to be observed.

"6. On the 16th November A. D. 1825, the late Mr. Chaplin made an arrangement (XXII.) regarding the inam villages and lands in the Padshapoor Talooka. This gentleman had full authority in every matter connected with the Deccan Province, and no other officer has a right to infringe his arrangement. This princi- 296
ple has always been followed in practice. No one can annul the Commissioner's orders. This has been decided in the Sudder Adawlut and other places. The

(XVI.) "This order, of the 17th July 1819, purports to be issued solely in consequence of Sir T. Munro's orders above referred to, but how the Principal Collector could apply to *new* villages and inams an order which related explicitly to only ancient [mamool] wuttuns and inams, it is hard to conceive."

(XVII.) "This order was dated 3rd September 1819, and is the 12th described in paragraph 7 of the Report of 3rd February 1847, and in paragraph 13 of the same Report. It appears to have been an unauthorised order, and was not approved of by the Commissioner."

(XVIII.) "Goorudapa Naik of Chikuldinee became insane, and his villages were places of resort for robbers. They were all taken possession of by Government in A. D. 1819. It appears to have been originally granted [though without authority] by the Beenewala to Goorudapa Naik, in A. D. 1800-01, as a *service* holding.—See 6th document recorded in paragraph 7 of the original Report."

(XIX.) "This is the 10th document recorded in paragraph 7 of the original Report, and considered in paragraph 11 of ditto. This is another of the unaccountable orders, founded on that of Sir Thomas Munro, which does not support it."

(XX.) "This is the 13th document recorded in paragraph 7 of the original Reprot. It is founded on that alluded to above in note (XVI.), which cannot be looked on as authorized, and was not approved [any more than this one was], by the Commissioner."

(XXI.) "This was really the Order No. 9, dated 17th July 1819, alluded to in note (XVI.)"

(XXII.) "The arrangement here alluded to is that proposed in the Dufturdar's Report of the 16th November 1826 [not 1825], which forms the subject of the Inam Commissioner's letter to Government No. 251, dated 18th June 1846, and an extract from which is the 15th document recorded in paragraph 7 of the original Report.—See above, at note (VI.) The Commissioner never passed any decision, as asserted by Konher Row."

Governor in Council himself has never issued orders subversive of those of the Commissioner. Such is the custom observed. Well, this officer of full authority, the Commissioner, made a decision, in which it is clearly ordered that the above villages and lands are to be continued at their jooree tax according to ancient usage [mamool], in the same manner as Anajee Nursew's original wuttuns, ac-
297 cording to the terms of the Beenewala's and Sursoobhedars' sunnuds; and in the same decision it is also declared, that the Rules of A. D. 1819, according to which, an increased jooree tax being imposed, the villages, &c. should be continued as a life-holding, paying half the full assessment, were not to be applied in this case, because of the orders of Sir Thomas Munro, &c. Wherefore the grants were to be continued according to the sunnuds of the Beenewala and Sursoobhedars. The reason of this being written was, that we had afforded assistance to the Company's Government. Thus, although the grants may have been obtained in the Paishwa's time from Mamlutdars who had not competent authority, (XXIII.) still,
298 as competent officers of the Company's Government have agreed to their continuance according to the Beenewala's and Sursoobhedars' sunnuds, and have given clear and stringent orders to this effect, they should now be continued accordingly. In the Beenewala's and Sursoobhedar's sunnuds, there is a provision for the inams granted being hereditary, and this agreement has been recognised by both of the abovementioned officers (XXIV.) of competent authority under the Company's Government.

299 "The documents here alluded to were formerly given in; I beg that you will be so kind as to consider them attentively. It is evident, that as in them the chief competent officers of Government have clearly admitted that our right is to be continued hereditarily, my inam villages and lands ought to be so continued without objection.

"[5.] In Section XXXVII. of Regulation XVII. of 1827 it is laid down, that even in the absence of a sunnud or established custom, or enjoyment for 60 years, still, should the former or present Government, or any of their authorised officers, have recognised the exemption [from tax] of land, it shall be continued for the future. This Section
300 is strongly applicable to my villages and lands in question, (XXV.) because authorised officers of the present Government, viz. Sir Thomas Munro, and the Commissioner, Mr. Chaplin, have recognised (XXVI.) the exemption of the villages and lands which we obtained under the late Government. This Government ought, therefore, to continue them accordingly; for if not, then the Section of the Regulation I have quoted has been framed without meaning.

"[6.] I beg, therefore, that you will consider what I have now written, and also the purport of my English petition of the 16th April, sent to you for transmission to
301 Government; (XXVII.) and that you will continue hereditarily to me the three villages, lands, &c. in question. If it should appear necessary to ask me for any further explanation of what I have now written, will you be so good as to write to me here, and, if able, I shall send replies. You have asked me merely to prepare these answers; but

(XXIII.) "See above, note (x.)"

(XXIV.) "The two competent officers here alluded to are Sir Thomas Munro and the Commissioner. As has been shown, the former only recognised the continuance of *wuttun* villages, as they had continued *from of old*, under *the Paishwa's Government* [which never recognised the alleged inams under consideration], and the latter made no decision at all."

(XXV.) "The Rules for titles to rent-free lands of Regulation XVII. of 1827 have never been applied, and are generally inapplicable, to this province. But this particular Rule is a just one, and its application is provided for by the Code of 1842. As, however, no recognition by competent authority has taken place, it is of no use in the present case."

(XXVI.) "Compare note (XXIV.)."

(XXVII.) "Submitted to Government with the Inam Commissioner's letter No. 549, dated 29th April 1848. A copy of the same is now submitted, as Accompaniment No. 2 to the Inam Commissioner's letter No. 589, dated 23rd June 1848, and is interleaved, with observations on the arguments and statements which it contains."

if, after having prepared my answers, they are not to be taken until after I appear before you, delay will be caused, for which reason I have now sent my replies to your questions, and if you will be so good as to look at them, and make your report to 302
Government, I shall prefer it. (xxviii.)

"[7]. I beg to add as a postscript, with reference to the three villages in question, a representation, which, I trust, you will take into your consideration, and act on as seems most fit to you; which is, that as the villages and lands are now under attachment, in consequence of the decision of the Inam Commission to that effect, reported to Government on the 3rd November 1847, and as Government has not approved of the decision, the villages and lands may be restored to me as they were before the Commissioner's decision took place. Before that decision was made, I was in possession of the villages 303
and lands, &c. Let them, therefore, be now restored to my possession. And I trust that hereafter the Sirkar, at the time of its general decision, will issue an order for their continuance to me hereditarily. Let me often receive letters from you, and keep up friendship, &c."

"No. 3.

"*Substance of a Letter dated 24th May* 1848, *from the Inam Commissioner to Konher Row Anajee.*

"After compliments. I have received your letter dated 15th Jummad-ool-Akhir [19th May 1848], and, in reply to your request, that I should send to you your father's original kyfeeut about the three villages Bhurmunhuttee, &c., in order that you may, after an examination of it, be able to reply to my first question, and forward any addition you 304
may think it necessary to make to what was stated by your father, I beg to inform you, that as I cannot send the original kyfeeut from this duftur, I herewith forward a copy of it. Copies of the documents offered in evidence by your father are here, but as you have the originals in your own possession, I have considered it unnecessary to send transcripts of the copies, and have therefore sent only a descriptive list of them. I hope you will be so good as to furnish an answer on this point with promptitude. As for the answers you have sent to my other two questions, I have understood them sufficiently. I do not think it will be necessary to ask any further questions about the points to which 305
they refer. Should it hereafter seem to be so, there will be no help for it, but in this case I shall let you know.

"2. As for what you write in the conclusion of your letter, about removing the attachment from the villages and lands pending the decision of Government, I assure you that I have no wish to cause delay in this case, and if you will favour me with a speedy reply, I shall lose no time in transmitting it to Government."

"No. 4.

"*Substance of a Letter dated 2nd Rujub* [*4th June* 1848], *from Konher Row Anajee to the Inam Commissioner, received 12th June* 1848.

"[1.] After compliments. I have received your letter of the 24th May 1848. You 306
wrote that you have sent a copy of the kyfeeut given by my father about the three villages Bhurmunhuttee, &c., and a list of the documents offered by him as evidence; and you request me to send a prompt answer. In reply, I beg to state, that on looking at the copy of the kyfeeut given by my father, I perceive that he gave answers to all the questions put to him by the Sirkar. Since then I have written everything in detail in my appeal petition.

"[2.] The late Sir Thomas Munro, Mr. Chaplin, and other gentlemen, decided that our inams should be continued hereditarily to us, and gave documents bearing their

(xxviii.) "This request is a reasonable one, and, in conformity with it, the Inam Commissioner's correspondence with Konher Row is now submitted to Government."

307 signatures to this effect, which are all in the Government duftur, or presented by us. There are thus documents issued by the chief authorities of the Company's Government, so that there can be no objection to continue to us hereditarily our inams. I trust that when you have looked at these documents, you will release my inams, and write to Government. So long as there are documents issued by the chief authorities of the Company's Government, it seems needless to produce other proof.* I trust, therefore, that an order may kindly be given for the continuance hereditarily of my villages Bhurmunhuttee, &c., and my chowrat lands. Pray write often, and keep up friendship."

308 43. The second of the accompaniments of the Inam Commissioner's letter No. 589, described in paragraph 41, was a copy of the 2nd document mentioned above in paragraph 34, to which were now affixed notes, as promised in paragraph 7 of that letter. This document and its accompaniments were as follows:—

"Honorable G. R. CLERK,

"Governor and President in Council at Bombay.

"HONORABLE SIR,—I have had the honour, under date the 26th December last, of addressing your Excellency upon the subject of the illegal assumption by the Collector of Belgaum, consequent upon the report of the Inam Committee, of my immoveable property, consisting of the inam villages of Mulapore, Edergood, and Punjunhatty,
309 Talooka Padshapoor, Zillah Belgaum. I have now respectfully to request the favour of your Excellency's attention to the following case, not dissimilar in purport and effect to the one I have already represented in my letter of the above date, with the accompaniment.

"The village of Kublapore and Otemundow, and the land called Kenchunhatty, appertaining to the latter, (I.) having [like the villages of Mulapore, Edergood, and Punjunhatty,] been seized upon, and assumed possession of by the Collector of Belgaum, consequent upon the decree of the Inam Committee, dated 3rd November last, on the
310 grounds that the grant of the property in question only confirmed life interest in it of those who originally obtained the same, and that they are not hereditary grants, (II.) so as to be continued from one succession to the other.

"With all diffidence to the authorities, I am at a loss to know any of the rules, ordinances, and regulations of the local Government, or the enactments of the supreme legislative body, either in India or England, by which such Inam Commission has been
311 entrusted with the power it has assumed, or by which the Collector is authorised so to seize upon and assume our long-enjoyed property in this summary manner.

"The Inam Commission said that the grants in question of our said property confirm only the life interest of those who originally obtained the same. (III.) I am equally at a loss to know the data upon which the Committee has arrived at such a conclusion, such conclusion being erroneously at variance with the facts, which incontestibly prove it to be otherwise.

"If your Excellency in Council will but peruse with attention the accompanying
312 translation of eight documents, being sunnuds [patent of grants] and other documents confirming the same, relative to our said villages and lands, executed by the original

* "See note (X.) on Konher Row's letter of the 15th of Jummad-ool-Akhir, a translation of which is the 2nd document in this compilation."

(I.) "Kenchunhuttee does not appertain to Mouza Woteemuroo, but is a hamlet of another village, called Nundee. This is shown by the originals of the 5th and 6th translations attached to this petition."

(II.) "The Inam Commissioner did not decide on the resumption of the villages 'on the grounds that the grant of the property in question only confirmed life interest in it of those who originally obtained the same,' but on the grounds that the grants were *ab initio* invalid, and not afterwards rendered valid by the recognition of any competent authority; wherefore they could not *properly* give *even a life interest* to the grantee."

(III.) "This admission of the right of a life interest would have been an unjustifiable one, and was not made.—See note (II.)"

competent authorities (IV.) of the Paishwa's Government, and subsequently of that of the British, you will see that the grants in question are not only hereditary, and for ever, but that as *such confirmed, and enjoined to be respected,* by the late honorable General Sir Thomas Munro, and Mr. Chaplin, then successive Commissioners (V.) on behalf of of the Honorable Company's Government for the settlement of the newly acquired territories of the Southern Mahratta Country. Independently of this, such hereditary 313
property was enjoyed uninterruptedly, from the time of their respective grants, by my grandfather, after his death by my father, and after him by myself, (VI.) up to the other day, when they were so summarily usurped by the Collector.

"Should there be any doubt in your Excellency's mind on the subject of our right over the property, I pray you, as I know of no data upon which such doubts might be entertained, the whole of the proceedings of the Inam Committee being carried behind my 314
back, (VII.) to afford me an opportunity in this case, as in the former I prayed, of appearing before you in person, or through my constituted attorney, to plead the hardship of my case, to examine such evidences as may be necessary, and to afford requisite explanations to remove doubts, if any, and thus to establish the justice of my right over the property in question.

"In conclusion, I earnestly beg and entreat of your Excellency to take this representation, in conjunction with that I made on the 26th December last, (VIII.) into your disinterested consideration, and afford me just and impartial redress. 315

"I have the honour to be respectfully,

"Honoured Sir,

"Your most obedient Servant,

"सद्दी कोन्हेर राव आणाजी देशपांडे प्रो. आकले तालुक
पाछापुर दस्तुर आणाजी कृष्ण मोख्त्यार जिा. सार.

"CONEREE ROW ANAJEE,

"By his constituted Mooktiar,

"ANAJEE CRUSHNA.

"*Bombay, 3rd February* 1848."

"P. S.—The above representation was sent in to Government by my Mooktiar, Anajee Crushna, at Bombay, on the above date, and for which he had my authority; but it was returned back to him, accompanied by Mr. Secretary Goldsmid's letter No.

(IV.) "See paragraphs 27 to 31 of the Inam Commissioner's Report of the 3rd February 1847, and note (x.) on Konher Row's letter of the 15th Jummad-ool-Akhir, a translation of which is the 2nd document in the compendium of correspondence which accompanies the Inam Commissioner's letter No. 589, dated 23rd June 1848."

(V.) "See paragraphs 8 to 26 of the Report of 3rd February 1847, and notes (IV.), (VI.), (VII.), (XXII.), and (XXIV.), on Konher Row's letter of the 15th Jummad-ool-Akhir, referred to in the last note."

(VI.) "Konher Row was not permitted to succeed to the villages as Inamdar. After the reference by the Collector of Belgaum, described in paragraph 1, and the reply, described in paragraph 4, of the Inam Commissioner's Report of 3rd February 1847, the Collector adopted the course suggested by the Inam Commission, and allowed Konher Row to hold the villages merely in deposit. This is mentioned in the Acting Collector's yad No. 16, dated 10th September 1847, to the address of the Inam Commissioner. See paragraph 3 of the Inam Commissioner's letter to the Deputy Secretary to Government, No 589, dated 23rd June 1848, and the previous letter cited in it."

(VII.) "The proceedings of the Inam Commission were founded on the statement of Konher Row's father, who probably did not think it necessary to consult him. Konher Row has, however, now seen his father's kyfeeut, and has not added anything to it.—See paragraph 5 of the Inam Commissioner's letter to the Deputy Secretary to Government, No. 589, dated 23rd June 1848."

(VIII.) "The Inam Commissioner supposes that Konher Row refers to his petition to Government of the 24th December 1847, in the other case, of the villages exchanged for Jaleekuttee, &c., a copy of which was forwarded, with other documents, for the instruction of the Inam Commissioner, with the Revenue Secretary's letter No. 586, dated 27th January 1848. The request contained therein, to be allowed to plead before the Council of Bombay, was rejected."

316 1620, dated 21st March 1848, stating that if I have anything to urge to your Honour in Council on the subject of lands above alluded to, I should do so direct, and not through a Mooktiar. I accordingly do myself the honour of sending this duly signed and authenticated under my own hand, together with the other letter I have this day addressed to your Excellency in Council, and to which I beg most respectfully to invite your attentive consideration.

"सही कोन्हेर राव आणाजी देशपांडे
कलम आकले दस्तुर खुद.

"KONEREE ROW ANAJEE,
"Deshpandey Purgne Uncle.

"*Sanglee*, 16*th April* 1848."

"*Summary of the Translation of the Mahratta Sunnuds and other Documents* (IX.)
317 *which are subjoined herewith, referred to in the accompanying Representation, for just and impartial consideration of the Honorable the Governor in Council.*

"*No.* 1.—The sunnud from Sedeshwur Myheput Row, *alias* Beenewala, Sir Kelledar of Belgaum, granting on payment annually of Rs. 40 the village of Kublapore as 'Inam Vouns Purum Purah.'

"*No.* 2.—The sunnud from Kessow Row Balkrisna, Sursoobha of the Carnatic, remitting the annual payment of the Rs. 40 previously stipulated, and confirming
318 and rendering absolute the aforesaid grant of the village Kublapore as 'Vouns Purum Purah.'

"*No.* 3.—The sunnud from the said Sedeshwur Mhyeput Row, *alias* Beenewala, granting, on payment of Rs. 15 annually, the village Otemundoo as '*Inam Vouns Purum Purah.*' The said payment of Rs. 15 subsequently remitted by the Sursoobha, who confirmed the grant, and made it absolute inam 'Vouns Purum Purah.'

"*No.* 4.—An order to the Deshmooks and Deshpandeys of the aforesaid village, from the said Sursoobha, causing the transfer of both villages, Kublapore and Otemundoo, to my grandfather.

319 "*No.* 5.—The sunnud to Goodapa Naique from the said Sursoobha, granting him, on payment of Rs. 5 annually, the village land called Kenchunhatty, as 'Inam Vouns Purum Purah.'

"*No.* 6.—The transfer from the said Goodapa Naique to my father, Anajee Punt, of the aforesaid village land Kenchunhatty.

"*No.* 7.—The sunnud from the late General Sir Thomas Munro, confirming the aforesaid inams.

"*No.* 8.—Extract of the memorandum addressed by the Commissioner of Poona to the Collector of Dharwar, relative to all my inam property; setting forth the reason why it should not in any way be interfered with by Government, in its
320 continuance to us. This memorandum, authenticated by the Collector, which fully enters into the merit of my title over the property in question, I entreat of you to peruse with attention."

(IX.) "The translations which accompany this letter are not at all correct. Translations of all the documents now produced will be found recorded in paragraph 7 of the Inam Commissioner's Report of the 3rd February 1847, already before Government. The errors of translation in *these* are so numerous that the Inam Commissioner has not considered it necessary to rectify them: to do so would require new translations from first to last, and such already exist in the original Report. These will be found referred to by notes on each of Konher Row's translations below."

"No. 1. (x.)

Seal.

"To Nursew Anajee, Despande of the Cusba Unkle, Purgunna Padshapoor, to whom writes Sedeshver Muheeput Row, in Soorsun Khumus Myatyen vu Alef [A. D. 1804-05], greeting. Whereas you solicited to have in inam the village of Kublapoor *alias* Bhurmun Hatty, the large and the small, under the aforesaid cusba; and whereas we have been pleased kindly to grant the said village, including its *muzzra*, as inam, giving annually a nuzur [present] of Rs. 40 (forty), you and your heirs should enjoy 321
the same for ever from generation to generation, and be happy. Save what is above mentioned, there shall be no exaction or hinderance whatever regarding anything in the premises; all annual taxes and assessment thereon being remitted to you; the whole of the said premises, together with all manner of its products, being given to you. Let this be known. Dated 3rd of the lunar month Rubi-il-Avul. This is all."

Moortub Seal.

"No. 2. (xi.)

Seal of the Sursoobah of Carnatic.

"To Rajshree Nurso Anajee, Despande of the Cusba Ankle, Purgne Pashapoor, 322
to whose respected person writes Keso Row Balcrustna Sirsooba Prant Carnatic. After compliments. In Soorsun Sit Myatyen vu Alef [A. D. 1805-06]. Whereas in the year Sun Khumus Myatyen the Beenewala, having granted you in inam, on payment of the jodee of Rs. 40 per year, the village of Kublapoor, *alias* Bhurman Hatty, and also granted in inam other new lands appertaining to this and other villages, as per respective sunnuds. But an army of the Sirsooba having disputed the same; whereupon you represented the want of the Sirsooba's sunnuds. Consequently this sunnud is issued to your address, to wit remitting the aforesaid payment of Rs. 40 per annum, and granting you in inam the whole of said village, with all manner of its produce, including the grant of 323
new land appertaining to the said village, which you and your heirs for ever from generation to generation should, and without interruption, enjoy, and continue happy. Let this be known. Dated the 5th day of the lunar month Suwal. What need be said more?"

Seal of Moortub.

(x.) "This document, No. 1, is translated as the first sunnud recorded in parapraph 7 of the Inam Commissioner's Report of the 3rd February 1847."

(xi.) "This document, No. 2, is translated as the 4th of those recorded in paragraph 7 of the Report of 3rd February 1847."

"No. 3. (XII.)

Seal.

"To Nurso Anajee, Despande of the Cusba Unkle, Purgunna Pashapoor, to whom writes Sedeshvur Myheput Row, in Soorsun Khumus Myatyen vu Alef [A. D. 1804-05]. Whereas you have proved yourself very useful to the Government, and knowing this,
324 the village of Otemudoo, *alias* Kublapoor, having been given you in inam, on annual payment of Rs. 15, and this is the sunnud thereof granted to you now. Giving annually Rs. 15, you and your heirs for ever, from generation to generation, enjoy the whole of the said village, and be happy. Let this be known."

Moortub Seal.

"No. 4. (XIII.)

Seal.

"To the Desmooks and Despandes of the Curiat Ankla, Purgne Pashapoor, writes Sedeshvur Myheput Row in the Soorsun Khumus Myatyen vu Alef. To wit.
325 Whereas, knowing Rajshree Nurso Anajee, Despande of the said curiat, being of great service to the Government, the village of Kubla, *alias* Bhurmun Hatty, and Otemudo, *alias* Kublapoor, both these villages, including lands appertaining to the same, and other detached lands in other villages, being granted in inam to him, and sunnuds, addressed to his name, having been duly separately granted to him, this is to intimate to you that the said individual will enjoy both these villages, including lands appertaining to the same, as per the said sunnuds, and you should allow him to do so. Retaining copy of this order, let the original be given to the said individual, to enable his enjoying the same [inam]. Let this be known. Dated 3rd of the lunar
326 month Rubi-il-Avul. Mortub seal."

Moortub.

"No. 5. (XIV.)

Seal.

"The Rajshree Sedeshvur Myheput Row writes this to his subordinate Goudapa vulud Fakeer Naik, of the Mujra Cheekuldinee, of the village of Shaw Bunder, Cusba Coondergee, Purgum Pashapoor, in the year Soorsun Yede Myatyen vu Alef [A. D. 1800-01]. Whereas you represented that you would remain obedient to the Government, and with fidelity and zeal continue to serve it, the owner should be pleased to grant you the Mezre Kenchunhatty, of the village of Nundee, Cusba Uncle, being a
327 garden land, in inam. Considering you to be of service to the Government, and would remain attached to it, the said Mezra, having been granted to you, exclusive of the right of the Inamdars and Hukdars thereof, in inam, on payment of Rs. 5 annually:

(XII.) "This document, No. 3, is translated as the 2nd of those recorded in paragraph 7 of the original Report."

(XIII.) "This document, No. 4, is translated as the 3rd of those recorded in paragraph 7 of the Inam Commissioner's original Report."

(XIV.) "This document, No. 5, is translated as the 6th of those recorded in paragraph 7 of the original Report of 3rd February 1847."

consequently paying from year to year Rs. 5, and performing faithfully the service of the Government, you and your heirs should enjoy the same for ever, from generation to generation, and be happy. Let this be known. Dated 9th of the lunar month Jilkad, Mortub Sood."

Seal.

"No. 6. (xv.)

"To the Mucadum of the village Kenchunhatty, of the village Nundee, Cusbe Uncle, 328
Purgne Pashapore, to whom writes Goodapa Naik Chikuldeenee, Sir Naik of the said Purgne, in the year Soorsun Myatyen vu Alef. The aforesaid muzzra village, having been granted in inam to Rajshree Anajee Punt Ana Despande, who, having exerted much about me before the Sirsoobas, and caused the grant of villages, &c. to me, therefore the said village is given in inam [by me to him], consequently present yourself before the said Rajshree Ana Despande, account to him the receipt and disbursement thereof, and act according to his order, while the sun and moon last. Let this be known. Dated 3rd of the lunar month Silkad."

"No. 7. (xvi.) 329

Seal.

"General Thomas Munro Saheb writes this to the worthy of respect Anajee Row, Despande Purgne Pashapoor. After compliments. Whereas you personally represented to us that the *vutun* out of the aforesaid purgunna appertaining to [the office of] the Despande has been continued to you from previous time, and as, now the Company's Government became paramount, it is requisite to cause an instruction to the Mamlutdar of the Pashapoor to continue uninterruptedly the same: consequently, and 330
in consideration of the great assistance rendered at the time of the taking of the fort of Belgaum, and also appearing from the report of Shreenwas Row, the Mamlutdar of Pashapoor, that the village of Bhurmunhatty, and village of Kublapoor, being two villages, out of the Cureat Unkulgee, including fields and garden, and appertaining, the same being continued to you in inam, this sunnud is now granted to you, that you continue to enjoy the aforesaid *vutun*, and the inam villages, &c., and be happy. That without any injury to the Company's Government, up to the continuance of the said Government, according to the previous custom, the same shall be continued. Let this be known. Dated 25th May A. D. 1818.

(Signed) "THOMAS MUNRO." 331

"Written by the hand of RUNG ROW MOONSEE."

At the foot of the above there is the following autograph in English:—

"The Inamdar having been very useful during the siege of Belgaum, I have directed his villages of Bhurmunhatty and Kublapore, with the separate lands, to be continued by the Company's Amuldar, in the same manner as under the Peishwayee Government.

(Signed) "THOMAS MUNRO."

(xv.) "This document, No. 6, is translated as the 7th of those recorded in paragraph 7 of the original Report."

(xvi.) "This document, No. 7, is translated as the 9th of those recorded in paragraph 7 of the Inam Commissioner's original Report of the 3rd February 1847. In Konher Row's translation, the falsehood of Shreeneewas Row's Report is suppressed, and Sir Thomas Munro is made to guarantee the continuance of Anajee Punt's wuttun *and* inam villages, instead of his wuttun inam villages, as in the original.—See also paragraph 10 of the original Report of 3rd February 1847."

"No. 8. (XVII.)

332 "*Extract of a Memorandum from the Commissioner of Poona to the Collector of Dharwar, dated 16th November* 1825, *regarding the Village, &c. to be continued to Anajee Nursew, Despande of the Purgna Pashapoor.*

"1. There is a sunnud, bearing date the Fuslee 1214, from the Beenewala, in which it is mentioned, that on payment of Rs. 40 annually as nuzur, the village of Kublapoor *alias* Bhurmunhutty, including the separate lands, has been given in inam, for ever, from generation to generation; and that there is another sunnud, bearing date the Fus-
333 lee 1215, from Kessew Row Balcrustna, in which it is written that the aforesaid payment of Rs. 40 being remitted, and the inam declared 'Vouns *Purum Purah.*'

"2. The village of Otemundoo *alias* Kublapoor, in the year Fuslee 1214, granted by the Beenewala, on payment of Rs. 15 annually, as inam for ever, from generation to generation, as per sunnud written to that effect; and in the year Fuslee 1221 Ram Row Pandoorang Subedar remitted the annual payment of the aforesaid Rs. 15. This is in writing.

"3. Beside this, in the year Fuslee 1214, the whole of the inam, and farmed lands granted by the Beenewalas, measured 2¾ and 3 ana chigur, and in the year Fuslee
334 1218, Anund Row Sirsoobhedar granted inam land measuring 3 chigur and 1 ana, making in all 6 chigur. Copies of the respective sunnuds not been received.

"Regarding this, General Munro Saheb, under date the 25th May A. D. 1818, executed a Mahrattee sunnud, and wrote also in English on it that 'the Inamdar having been very useful during the siege of Belgaum, the aforesaid village and lands should be continued by the Company's Government, in the same manner as under the Peishwayee Government'; and in the year Fuslee 1228, consequent upon the passing of the Government Regulations, the said villages and lands were about to be subjected
335 to an increased taxation, and an assessment on the moiety of his [the Inamdar's] life interest therein. But on seeing the aforesaid sunnuds, Mr. Chaplin Saheb wrote an order that the increased tax, and the assessment on the same, being remitted, that there was no occasion to demand the same; and that the village of Kublapoor [then] under attachment was caused to be restored to him [the Inamdar]; and enjoined that henceforth the said villages, and the lands, shall be continued uninterruptedly to the said Despande. The order to this effect is dated 17th July, Fuslee 1229. Taking this into consideration, the provisions of the Regulations of A. D. 1828 are not applicable to
336 this case, and therefore, that *on receiving only the accustomed judee, the said village and the lands to be uninterruptedly continued as Kudeem Vuttun* [*ancient grant*] *as per the Beenewala and Sirsooba's sunnuds. On the assumption* of the power by the Company's Government there have been sunnuds and other documents passed as above mentioned: consequently, regarding the said inam, there is no necessity for sending copies thereof.

"With regard to the village of Kenchunhutty, it was, in the year Fuslee 1211, granted by Beenewala to Goordapa Naique Cheekuldeenee, on payment of Rs. 5 per annum, as inam, for ever, from generation to generation, as per his sunnud; and the said Goordapa
337 Naique, from his part, in the year Fuslee 1218, granted the same to the Despande as inam for ever, from generation to generation, as per his deed, which, and the said grant

(XVII.) "This document, No. 8, is the 15th of those recorded in paragraph 7 of the original Report. It is not an extract from a memorandum by the Commissioner, but from a Report drawn up by the Government Dufturdar, and the circumstances which attended its preparation are described from paragraph 16 to paragraph 25 of the Report of 3rd February 1847, and more fully [*i. e.* as not only connected with this case, but with others,] in the Inam Commission's letter to Government, No. 251, dated 18th June 1846.—See also note (XXII.) on Konher Row's letter of the 15th Jummad-ool-Akhir, marked No. 2, in the compendium of correspondence which accompanies the Inam Commissioner's letter to the Deputy Secretary to Government, No. 589, dated 23rd June 1848."

paper from the Beenewala to him, he gave over to the said Despande. Subsequently, the existing Government, displeased with the said Naique, the whole of his villages and wuttun, &c. seized and attached, including the village in question. But Mr. Chaplin, on examining the aforesaid sunnuds and documents, ordered it to be restored to the said Despande, together with the dues thereof collected whilst under attachment, without any hinderance; and the said order is dated 3rd September to the Mamlutdar. On examining all this the said village according to the Regulations should be continued to the said Despanda. 338

" (This is true copy.)
(Signed) " SHREENWAS ROW,
" Shreestedar."

" (Signed in English)
" NISBETT [Saheb],
" Bhadoor.

44. On the 26th June 1848, in a letter No. 590, the Inam Commissioner replied to the Government letter described in paragraphs 38 and 39, as follows:—

" I have the honour to reply to Mr. Secretary Lumsden's letter No. 3325, dated 7th June 1848; and, in obedience to the instructions contained in it, that I should report my opinion on the evidence and arguments adduced by Konher Row Anajee in his petition, a copy of which accompanied the letter in question, I beg to return the copy, interleaved with such observations, in the shape of notes, as have appeared necessary."

45. The accompaniment of this letter was a copy of the third document described 339 in paragraph 34, to which notes were now attached by the Inam Commissioner, as follows:—

" To the Honorable G. R. CLERK,
Governor and President in Council.

" HONORABLE SIR,—Permit me most respectfully again to address your Excellency, on the subject of another act on the part of the Collector of Belgaum, consequent upon the decision of the Inam Committee, dated 10th November, in usurping several of my inam lands, situated at different places, in all measuring 6 chigur, previously granted to my ancestors, upwards of forty years ago, by the then competent authorities under the Paishwa's Government. 340

" The accompanying translations of 12 documents, (1.) being sunnud and other documentary authority, which I respectfully beg to hand up, for the perusal and satisfaction of your Excellency in Council, will exhibit in their true light the nature and the extent of the lands, and the object for which the same were granted to my ancestors. That ever since their respective grant to my ancestors, the lands in question have been uninterruptedly continued in their possession and enjoyment, and in mine till the other day, when the same were seized upon, because the said Inam Committee considered the 341 grants in question not hereditary, though the documents that accompany this representation will establish that they are not only hereditary grants, (11.) but especially some of them being to maintain rights and privileges appertaining to the dignities and honours of the office of Despandi, which is hereditary. (111.)

" Having already, in my several representations to your Excellency, bearing dates the

(1.) " The twelve documents in question were all, except the last, exhibited to the Inam Commissioner at the time of the original investigation, and will be found described in the Report of his decisions dated 10th November 1847, in the memoranda of the several cases to which they refer. The Inam Commissioner will also affix notes of reference, &c. to the translations annexed to Konher Row's letter, showing to what cases they refer, and affording any other information which may seem necessary."

(11.) " But Konher Row has failed in showing that they were hereditary grants made by *officers who had authority* to make such grants."

(111.) " Konher Row, in bringing forward his claim, expressly stated that none of the alleged inams to which the Inam Commissioner's decision of the 10th November 1847 refers were official holdings. It will, in fact, be seen, that they were mere *personal* grants, entirely unconnected with the office of Deshpandey."

342 24th December 1847 and 3rd instant, protested (iv.) against the legality of the entire proceeding held by the Inam Committee, and the acts of the Collector of Belgaum, in being thus summarily deprived of our hereditary immoveable property, I will not enter into the same here, by way of recapitulation, but, begging and entreating your Excellency to apply the grounds and arguments therein addressed to this case also, and afford me fair and impartial redress from grievances I have thus the honour of bringing to your notice, in conjunction with what I have stated before,

"I have the honour to be, &c.
(Signed) "KANEREE ROW ANAJEE,
"Despandi Purgne Uncle, Talook Pashapore,
"By his constituted Mooktiar,
"ANAJEE CRUSTNA."

343 "P. S.—The above representation was sent in to Government by my Mooktiar, Anajee Crustna, at Bombay, on the above date, and for which he had my authority; but it was returned back to him, accompanied by Mr. Secretary Goldsmid's letter No. 1623, dated 21st March 1848, stating that if I had anything to urge to your Honour in Council on the subject of lands above alluded to, I should do so direct, and not through a Mooktiar. I accordingly do myself the honour of sending this, duly signed and authenticated under my own hand, together with the other letter I have this day addressed to your Excellency in Council, and to which I beg most respectfully to invite your attentive consideration.

(Signed) "KANEREE ROW ANAJEE,
"Despandi Purgne Uncle.

"*Sanglee*, 16*th April* 1848."

344 "No. 1. (v.)

Seal of the Sir Killedar. (vi.)

"To the respected Nurso Anajee, Despandi Cusba Uncle, Purgne Pashapore, to whom writes Sedeshwur Myhe Punt Row, in the year Soorsun Khumus Myatyen vu Alif [A. D. 1804]. Whereas you represented to allow you the honour of an *Aftabgaree* and *Chowree* with inam land, for [to maintain] the same; and whereupon the following lands appertaining to the said Cusba Uncle granted, namely:—

"For *Aftabgaree* land chigur anas eleven	11
"In the aforesaid cusba chigur anas	7
345 That called Baboo Packaree.....	4
Shetee Musurka	3
"In the village of Bhordale:—	
That called Rhyana Kanapore.....	4
	11
"For *Chowree* land in the village of Aktingurhal, called Ujun Kuttee, Chum Mallapa, and Balapal	4
"In all anas.....	15

"The aforesaid land, measuring in all fifteen anas of rupees, having been granted to you in inam respecting the *Aftabguree* and *Chowree*, and this is the sunnud thereof,

(iv.) "The protests here alluded to were made in other cases, and have been disposed of by Government while considering them."

(v.) "This document, No. 1, is the same as that described in paragraph 1 of Memorandum II. of the Report of the 10th November 1847."

(vi.) "The seal on the original purports to be that of Veesajee Krishn, the grandfather of Shideshwur Muheeput, who was *Killedar* of the fort of Belgaum, and Comavisdar of Padshapoor, but not at the date of this document."

now forwarded to you. Let you and your heirs and successors, from generation to generation, enjoy the same, and be happy; the said land, with all manner of its products, being given to you. Let this be known. Dated 3rd of the lunar month Rubee- 346
il-Awul, Mortub Sood.

"Entered."

Moortub Seal.

"No. 2. (VII.)

Seal of the Sir Killedar. (VIII.)

"To the respected Nursoo Anajee, Despandi of the Cusba Unkle, Purgne Pashapore, to whom writes Sedeshwur Myhe Punt Row Beenewala, in the Soorsun Isne Myateen vu Aluf [A. D. —]. Whereas, knowing you to have been useful to the Sirkar, land measuring one quarter chigur, called Seereenee, in the Nujra Edergood, Cusbe Uncle, of the aforesaid Purgne, having been granted to you in inam, let you and your heirs, from generation to generation, enjoy the same, and be happy. Let this be known. 347
Dated 15th of the lunar month Juma-de-vul-Akhur, Moortub Sood.

"Entered."

Moortub Seal.

"No. 3. (IX.)

Seal of the Sir Killedar. (X.)

"To the respected Nursoo Anajee, Deshpande of the Cusba Ankla, Purgna Pashapore, to whom writes Sedeshwur Myhe Punt Row, in Soorsun Khumus Myateen vu Aluf [A. D. 1804]. Whereas you represented to allow you the honour of 'Deotee,' with land in inam, for [to maintain] the same; and consequently we have been pleased to grant you the land called Ryana Jeem, in the village of Boodheal, in the said cusbe, measuring one 348
quarter chigur of rupees —— in inam, respecting the 'Deotee,' and this is the *sunnud* thereof now forwarded to you. Let you and your heirs and successors, from generation to generation, enjoy the said land, with all manner of its products, and be happy. Let this be known. Dated this 3rd day of the lunar month Rubi-il-Awul, Mootab Sood.

"Entered."

Moortub Seal.

(VII.) "This document, No. 2, is described in paragraph I of Memorandum I. of the Report of 10th November 1847."

(VIII.) "The seal on the original of No. 2 is the same as that on No. 1.—See note (VI.)"

(IX.) "This document, No. 3, is described in paragraph 1 of Memorandum XVIII. of the Report of 10th November 1847."

(X.) "The seal on the original of No. 3 is the same as that on No. 1, described in note (VI.)"

"No. 4. (XI.)

(XII.)

"To the respected Nursoo Anajee, Deshpande of the Cusba Unkle, Purgne Pasha-
349 pore, to whom writes Sedeshwur Myhe Punt Row, in the year Soorsun Khumus Myatyeen vu Alif [A. D. 1804]. Whereas you represented to have inam lease of the land called Ryana Ruchuna, in the village of Sooldher, Talok Edergood, of the aforesaid cusba, and on the south close by the said village; and whereupon we have been pleased to grant you out of the aforesaid village the said land measuring fourteen anas, of Rs. ——at the rate of Rs. 3 and 1 anna, being Rs.——; but the same being now settled at Rs. 27 : consequently, on payment of the aforesaid sum, you and your heirs, from generation to generation, enjoy the said land, with all manner of its products, thus granted to you. Let this be known. Dated this 3rd day of Rubi-il-Avul, Moortub Sood.

"Entered."

350 "No. 5. (XIII.)

"Rajshree Dhondo Ramchunder, Soobedar Purgne Pashapore, writes this to the Muccudum of the village Sooldar, in the year Soorsun Suman Myatyeen vu Aluf [A. D. 1807]. Whereas land called Ruchuna Ryana, in the said village, was leased to Nursoo Anajee Deshpande, on payment of Rs. 27. But, consequent upon a solicitation from the said Nursoo Anajee Deshpande, the said sum of Rs. 27 is now remitted, and the said land granted to him in absolute inam, which let him and his heirs, from generation to generation, enjoy. Retaining a copy of this sunnud, cause the original to be
351 given to the said individual, to enable his enjoying the same. Let this be known. Dated 29th of the lunar month Moortub Sood.

"Entered."

"No. 6. (XIV.)

"To Rajshree Nursoo Anajee, Despande Cusba Uncle, Purgne Pashapoor, in whose respected presence writes this Sedeshwur Myhe Punt Row with his compliments, in the year Soorsun Isne Myatyen vu Alif [A. D. 1801]. To wit. Whereas, knowing you to have been useful to the Government, out of the village Gooznah, of the aforesaid curiat, the following is given you in inam, viz :—

"The garden land previously leased to you, called *Bhurum* deo Putie, measuring ¼
352 chegur, on payment of Rs. 10. The said sum is now hereby remitted, and the said land given to you in absolute inam. The said ¼ chegur land was of the value of ——.

(XI.) "This document, No. 4, is described in paragraph 1 of Memorandum VIII. of the Report of the 10th November 1847."

(XII.) "The seal on the original of No. 4 is the same as that described in note (VI.)"

(XIII.) "This document, No. 5, is described in paragraph 3 of Memorandum VIII. of the Report of the 10th November 1847."

(XIV.) "This document, No. 6, is described in paragraph 1 of Memorandum XIII. of the Report of the 10th November 1847."

"The garden land called Sesew Krishna, measuring ¼ chegur, assessed at Rs. 15, the said ¼ chegur being hereby leased to you only on payment of Rs. 10 in inam.

"The land called Kuralla, measuring ½ chegur, was given to you in inam, as per separate sunnud. Adjoining the said grant there is 1 chegur of land called Ryadass, and Moodka Naree, of which ½ chegur was previously given you in inam, the other ½ chavur now given in inam for Aftal Ghurree. 353

"Thus making in all 1 chegur of land, of which ¾ chegur in inam, and ¼ chegur on lease [as above mentioned]; and this is the sunnud thereof given to you. Let you and your heirs, from generation to generation, enjoy the same, and be happy. Let this be known. Dated 10th day of the lunar month Saban, Moortub Sood.

"Entered."

Moortub Seal.

"No. 7. (xv.)

Seal of the Sir Killedar. (xvi.)

"To the respectable Nursoo Anajee, Deshpande, Cusba Unkle, Purgune Pashapore, to whom writes Sedeshwur Muheepunt Row, in Soorsun Khumus Myatyeen vu Alef [A. D. 1804]. Whereas you represented to have the honour of *Devtee*, with land in inam, for [to maintain] the same, and consequently we have been pleased to grant you ½ chigur (xvii.) of land called Selapa Jyeen, and Sukhapa Khanaporee, in the village of Uctingahall, of the aforesaid Cusba, in inam for the *Devtee*, and this is the sunnud thereof forwarded to you. Let you and your heirs, from generation to generation, enjoy the said land, with all manner of its products, and be happy. Let this be known. Dated 3rd of the lunar month Rube-il-Avul, Moortub Sood. 354

"Entered."

Moortub Seal.

"No. 8. (xviii.)

"The Rajshree Dhondoo Ramchunder Soobedar, Purgne Pashapore, writes this to the Mokuddum of the Cusbe Uncle, in the year Soorsun Suman Myatyeen vu Alif [A. D. 1807]. Whereas the Sursoobha, having issued personal order to grant to the Rajshree Nursoo Anajee new inam land of the value yielding Rs. 60 [annually], and to put him in possession of the same by marking out its boundaries. Whereupon this sunnud is issued to you, to mark out the boundaries, and report them accordingly. The sunnuds will hereafter be forwarded to you. Let this be known. Dated this 16th day of the lunar month Jilhez, Moortub Sood." 355

Moortub Seal.

(xv.) "This document, No. 7, is described in paragraph 1 of Memorandum V. of the Report of the 10th November 1847."

(xvi.) "The seal on the original of No. 7 is the same as that of No. 1, described in note (vi.)"

(xvii.) "This should be ¼ chigur."

(xviii.) "This document, No. 8, is described in paragraph 1 of Memorandum III. in the Report of the 10th November 1847."

"No. 9. (xix.)

356 "Rajshree Dhondoo Ramchunder Soobedar, Purgne Pashapore, writes this to the Mucadum of the Curiat Unkle, in Soorsun Suman Myateen vu Alif [A. D. 1807]. Whereas 3 anas of garden land called Savulge, in the said cusba, has been leased for Rs. 7½ to Rajshree Nursoo Anajee Deshpandi, he will enjoy the same from year to year. On the receipt of this letter, taking its copy, give the original to the Deshpande, to enable his doing so. Let this be known. Dated 3rd of the lunar month Ramijan, Moortub Sood.

"Entered."

"No. 10. (xx.)

(xxi.)

357 "Rajshree Nursoo Anajee, Despande of the Curiat Ankle, Purgne Pashapore, in whose respected presence writes Keshu Row Balcrustna, Sirsoobah Prant Carnatic. After respects. In the year Soorsun Seet Myatyeen vu Alif [A. D. 1805]. Whereas you represented to the Sirsoobah to have some new land in inam on account of your being useful to the Government; and knowing you to have been of use to the Government, we have been pleased to grant you lands out of the different villages in inam, in chugur, as follows:—

"10 anas chigar in the village of Mulapore.

6 anas chigar in the village of Boodeehall, called Yah, including the garden, and the water-well there built.

358 8 anas chigar in the village of Ackinghall, adjoining the ½ chigar granted to you by Beeneewalla.

8 anas chigur in the village of Urbhang, of the value of Rs. 28.

—

2 chigar.

"Making in all 2 chigar of land, has been granted to you in inam, and this is the sunnud thereof forwarded to you. Let you and your heirs, from generation to generation, enjoy the same, and be happy. Let this be known. Dated this 5th day of the lunar month Saval. What more to be written? Moortub Sood.

"Entered."

"No. 11. (xxii.)

359 "Aj Suvaree Rajshree Anund Row Ramchunder, Sirsoobedar Prant Carnatic, writes this to the Naique and Patell of the village of Mudwal, of Cusba Unkle, Purgne

(xix.) "This document, No. 9, is described in paragraph 1 of Memorandum IV. of the Report of 10th November 1847."

(xx.) "This document, No. 10, is described in paragraph 1 of Memorandum VII. of the Report of 10th November 1847."

(xxi.) "The seal on the original of No. 10 is illegible, but it could not have been the seal of any Sir Killedar, as Keshowrow Balkrishn never held such an office."

(xxii.) "This document, No. 11, is described in paragraph 1 of Memorandum IX. of the Report of 10th November 1847."

Padshapore, in the Soorsun Suba Myatyeen vu Alif [A. D. 1806]. Whereas, out of the land of the aforesaid village ½ chigur, and which ½ chigur, amounting to Rs. 6-1¼ to Rs. 3-1 per——, making Rs. 19 [per annum], has been granted on lease to Rajshree Nursoo Anajee, Deshpande of the Cusba Uncle, aforesaid Purgne, let the said individual give the said sum, and enjoy the said land, from generation to generation, and cause him to do so. Retaining copy of this sunnud, let its original be given to the said individual, to enable his enjoying the same. Let there be no difficulty as to further sunnud annually, and no additional charge of any kind soever. Let this be known. 360
Dated 17th of the lunar month Jama-de-la-Akhur, Mortub Sood.

"Entered."

Moortub Seal.

"No. 12. (XXIII.)

"Rajshree Dhondo Ramchunder, Soobedar Purgne Pashapore, writes this to the Mocadums of the several villages of the Cusba Unkle, of the aforesaid Purgne, in the year Soorsun Suman Myatyeen vu Alif [A. D. 1807]. Whereas the inams, &c. granted to the Rajshree Nursoo Anajee Despande, by the Beenewalas, being continued, whilst that granted by Rajshree Nursoo Guness being not so. The said individual [Nursoo 361
Anajee] having represented this to the presence of the Sirsooba. Whereupon I have been commanded [by the Sirsooba] to have the same continued to him, the said Despande: and accordingly this sunnud is forwarded, in order to cause to be continued to the said Despande all the inams, &c. Retaining copy of this sunnud, let the original be given to the Despande. Let this be known. Dated 16th day of the lunar month Jilhez, Moortub Sood."

Moortub Seal.

"MEMORANDUM.

"The whole of the aforesaid land, beside another tract measuring 48 hones, in the village of Kumbergee, [seized by the Collector of Belgaum, consequent upon the Inam 362
Committee's report of the 10th November,] were duly confirmed to my ancestors by the late General Munro, (XXIV.) and admitted as such by his successor Mr. Chaplin, then Commissioner for the settlement of the Southern Mahratta Country. (XXV.) Vide exhibits No. 7 or 8 of my last representation to your Excellency in Council, dated 3rd instant, (XXVI.) to which I beg respectfully to draw your Excellency's attention. The 363

(XXIII.) "The original of this 12th document was not produced before the Inam Commissioner by Konher Row, probably because *it is evidently of no use* as evidence of title in any particular case, being merely a general takeed from a Comavisdar of Purgunna Padshapoor to the Mokuddums of the villages under him, for the continuance of inams not specified."

(XXIV.) "This assertion is not true. The only orders issued by Sir Thomas Munro with regard to the holdings of the claimant's family refer to his *wuttuns*. They are the 8th and 9th documents recorded in paragraph 7 of the Inam Commissioner's Report of the 3rd February 1847, on Anajee Nursew's title to Kublapoor, Woteemuroo, and Kenchunhuttee.—See also paragraph 10 of the same Report."

(XXV.) "This assertion is also untrue. Mr. Chaplin's orders are all recorded in paragraph 7 of the Report on Kublapoor, &c. quoted in the last note, and considered in its 11th to 25th paragraphs.—See also the Inam Commissioner's letter No. 589, dated 23rd June 1848, submitting to Government Konher Row's appeal petition in the said case, and the notes on its two accompaniments."

(XXVI.) "The representation was originally dated 3rd *February* 1848, but with a postscript of the 16th April following. A copy of this, with notes by the Inam Commissioner, forms one of the accompaniments to the letter No. 589, of the 23rd June 1848, referred to in the preceding note; and the documents referred to by Konher Row will be seen, on reference to it, to be of no use as evidence in favour of his claims to the land referred to in this petition."

last mentioned 48 hones of land in village Kumbergee was granted in inam to my father by the Chintamun Rao Saheb, and all inams granted by that Chief have been stipulated, by the Article 8 of the Treaty between the Company's authority and him, to
364 be duly respected by the former. (xxvii.) Nay, in the subsequent transfer on the part of the Talooka Shapore to the Company's authority, by Chintamun Row, the aforesaid 48 hones of land in the said village Kumbergee, which is in the said Talooka Shapore, along with other grants he made to the other individual, &c. being especially excluded; (xxviii.) and my father, and after him myself, continued enjoying the same without interruption till the other day."

365 46. On the 27th October 1848 Konher Row Anajee addressed to the Right Honorable the Governor in Council a letter, reiterating the appeals already made by him regarding the resumption of the three villages Kublapoor, Woteemuroo, and Kenchunhuttee, as above described. It, and all the previously described proceedings in this case, have now been returned by Government to the Inam Commissioner, with a letter from the Revenue Secretary, No. 2258, dated 31st March 1852, from which the following is an extract:—

366 "Sir,—Government deemed it expedient to delay disposing of the case relative to certain inams of Konher Row Anajee, until the passing of the proposed law for the adjudication of claims to such estates.

"2. As the law referred to has now been passed as Act XI. of 1852, I have been directed to return to you the whole of the cases as per margin, in order that they may be decided by you according to that law. Government have now nothing to do in these cases, except they come before them in appeal."

Letter from you, No. 589, dated 23rd June 1848, with accompaniments.
Ditto ditto, No. 590, dated 26th June 1848, with accompaniments.
Ditto ditto, No. 1295, dated 24th November 1849.

47. Two of the cases enumerated in the margin of this letter were those to which this Recapitulation relates.

W. HART,
Inam Commissioner.

Singhur, 5th April 1852.

(xxvii.) "If it were true that, as asserted by Konher Row, the Honorable Company's Government had guaranteed, by treaty or otherwise, the continuance, in the districts lapsed or resumed from Chintamun Row's surinjam, of all inams granted by that Chief while Surinjamdar, the Inam Commissioner would have wronged Konher Row by deciding as he did, on the resumption of the land claimed by him in Kunburgee. Taking it for granted that an assertion so boldly made to Government by Konher Row must be true, the Inam Commissioner felt much mortified that he should have made a decision involving such injustice, [though it was due to Konher Row's own neglect, in omitting at first to refer to the Treaty now cited by him,] and was prepared to recommend to Government the reversal of his order. But on obtaining from the Political Agent a copy of the Treaty in question, he has been astonished by discovering that it does not, in any part of it, contain a syllable to bear out Konher Row's assertion to Government; and of this he must have been well aware, as he is one of Chintamun Row's chief Karbarees, and acquainted with all his rights. The 8th Article of the Yad of Guarantee [called by Konher Row a Treaty], issued by Government to Chintamun Row Putwurdhun, is as follows:—

"'8. Such of *your* surinjam villages and inam lands as may be situated in the *Sirkar's Illaqua* shall be continued according to past continuance, without the occurrence of obstruction.'

"The Inam Commissioner is of course rejoiced to find that he has not committed the injustice which would have been the case if the assertion about the Treaty made in this petition had been true; but his satisfaction is greatly qualified by the discovery that a person whom Government has but lately distinguished, by advancing him to the dignity of Sirdar, should have been guilty of what cannot possibly be regarded as anything but a wilful, a deliberate, and an impudent falsehood."

(xxviii.) "The accounts of Kunburgee show that the land in question was held by Konher Row's father from the time the village was resumed until his death, but there was no special reservation of it made, as asserted by Konher Row. Mouza Kunburgee was not resumed by Government at any fixed valuation, but was part of a considerable district taken from Chintamun Row, in lieu of the contingent which he had objected to furnish. Its nett revenue in the year of its resumption was Rs. 3,747-1-0, and in last year [A. D. 1846-47] Rs. 3,106-14-9."

RECORD OF PROCEEDINGS

OF THE

INAM COMMISSIONER IN REVIEW,

WITH REGARD TO

THE CLAIM OF KONHER ROW ANAJEE TO SUCCEED AS INAMDAR, BY INHERITANCE, TO MOUZA KUBLAPOOR, MOUZA WOTEEMUROO, AND MUZZRA KENCHUNHUTTEE; WITH TWENTY MINOR INAMS, IN THE PADSHAPOOR TALOOKA.

108436

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[N. B.—The figures in the margin of this Record with R. prefixed refer to the MS. folios of the preceding Recapitulation, drawn up on the 5th April 1852.]

RECORD OF PROCEEDINGS, 1

&c. &c.

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1. The Inam Commissioner in the Southern Mahratta Country passed decisions, dated 3rd and 10th November 1847, declaring the villages and lands in question resumable, and assessable as khalsat. These decisions were reported for the final orders of Government, which were not, however, issued, but the cases were returned with the above Government letter, for disposal under Act XI. of 1852, which had meanwhile become law. R. p. 182–185, and 226–233. R. p. 237. R. p. 365. 2

2. As all the preliminary procedure prescribed by that Act for securing proper notice of trial, &c. to the claimant, had already taken place, it seemed to the Inam Commissioner that the only form still requisite for the purposes of equity, was to give him notice that his title would be again considered, by his being allowed to show cause for annulling or modifying the decrees already passed, and to produce any fresh evidence he might have to offer. Meanwhile, on the 21st of June, Mr. Dickenson addressed to the Inam Commissioner a note, inquiring if there was any objection to his attending to plead for Konher Row, and was informed that there was not; but that, when the papers relating to his long pending cases were obtained 3 from the various offices where they were scattered, Konher Row should receive notice. On the 21st August 1852, the Inam Commissioner wrote to Konher Row, informing him that he was, under orders from Government, prepared to reconsider his former decrees of 1847, and inquired whether it would be most convenient to him [Konher Row] that the correspondence relating to the contemplated proceedings in review should be conducted in the Mahratta or English language. Konher Row replied on the 7th September 1852, by a request for a delay of two months, which was acceded to by the Inam Commissioner on the 23rd of the same month, but Konher Row was, at the same time, pressed to reply to the question [which he had ommitted to answer], as to whether or not he wished any further correspondence 4 regarding his claims to be conducted in Mahratta or English. To this communication he did not reply until the 29th October 1852, when he stated that it would be more convenient that such correspondence should be conducted in the English language.

3. On the 29th November 1852, the Inam Commissioner addressed to Konher Row the following letter, No. 1325:—

"Sir,—With reference to your letter dated 15th Mohurrum [29th October 1852], in reply to my Mahratta letter No. 661, dated 23rd September 1852, in which you request me to correspond with you in the English language, and promise to send, within two months, a statement in reply to the requisition which may be made by 5 me, I beg your attention to the following paragraphs:—

"2. It appears that in a decree, No. 6, dated 3rd November 1847, a copy of which was furnished to you, the Inam Commissioner in the Southern Mahratta Country recorded his opinion that there was no reason for continuing to the heirs of your father, the late Anajee Nursew, the villages Kublapoor, Kenchunhuttee, and

Woteemuroo, which had been held by him, and were claimed by him as jooree inam. A copy and translation of the decree in question are now annexed for easy reference.

6 "3. A reference to the Inam Commissioner's proceedings held at the time shows that his reasons for this opinion were, that Anajee Nursew's title to the three villages in question as hereditary inam was not recognised by competent authority under the present Government; and further, that the circumstances under which they were originally obtained by, and subsequently continued to, the late holder's family, were not such as to justify their further continuance; the original grants being such as must be regarded as invalid, and there being neither sufficient recognition by any competent officer to correct their invalidity, nor sufficient enjoyment of a nature to create any legal right by prescription.

7 "4. With regard to twenty pieces of land in nine villages of the Padshapoor Talooka, held by the late Anajee Nursew, to which you, as his son, claimed to succeed as Inamdar, the Inam Commissioner in the Southern Mahratta Country passed a decree, No. 8, on the 10th November 1847, [a copy or extract of which was given to you,] in which he held that there were no just grounds for the continuance of the said lands as inam, but that the duftur accounts, on the contrary, showed that they should be khalsat.

"5. A copy and translation of this decree are also attached.

"6. The proceedings of the Inam Commissioner in the Southern Mahratta
8 Country show that the grounds of this decree were the same as those described above in the 3rd paragraph.

"7. I beg to inform you, that I shall be ready to receive from you, or your authorised agent, any statement which you may cause to be presented to me on or before Tuesday the 25th January 1853, showing reason for reversing or altering the decisions recorded in the above decrees; and that I shall on that day, or as soon afterwards as practicable, proceed to review those decrees, and to uphold, reverse, or modify their terms, whether or not I receive the statement now requested.

"I have the honour, &c."

4. The English accompaniments to this letter were as follows:—

9 "1.—*Translation of decree of the Inam Commission, &c., No. 6 of* 1847, *in the Belgaum Collectorate.*

"Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, in the Padshapoor Talooka, being entered in the present Government's accounts as the
R. p. 2. jooree inam villages of Anajee Nursew, his kyfeeut [statement] and proofs in support of his title to the said three villages were received by the Inam Commissioner; but during the investigation into that title Anajee Nursew died: on which the Collector
R. p. 88. of Belgaum wrote to the Inam Commissioner, wishing to know whether the villages in question were to be continued or attached. In reply, the Collector was informed,
10 that pending the Inam Commissioner's Report [on the tenure of the three villages] to Government, and its final orders thereon, he was to continue the said Anajee Nursew's villages to his heir, who was, however, at the same time to be informed, that this arrangement would neither increase nor diminish his title in the least; that whatever orders Government might be pleased to issue would be carried into effect; and that the arrangement suggested would ensure the Government orders being
R. p. 89. carried into effect without any let or hinderance. From that day until the present time the said three villages have been held in deposit [amanut] by the deceased
11 Anajee Nursew's son Konher Row Anajee. The Inam Commissioner having subsequently completed the investigation into the tenure by which the said three villages
R. p. 90. were held, submitted to Government a report, dated 3rd February 1847, and which

has now been returned, in order that the Inam Commissioner might pass a decision on the claim. The following decision is therefore recorded :— R. p. 179.

"Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, in Talooka Padshapoor, of the Belgaum Collectorate, were enjoyed on jooree inam tenure by Anajee Nursew, who formerly, during the Inam Commissioner's investigation, gave in a kyfeeut or statement of the history of the villages, together with documentary evidence in support thereof. On a consideration of these, it appeared to the Inam Com- 12
missioner, that after the death of Anajee Nursew, the villages held by him ought not to be continued in perpetuity to his heirs as hereditary inam; and, as Anajee Nursew is now dead, it is hereby decreed that the three villages, Mouza Kublapoor, Mouza Woteemuroo, and Muzzra Kenchunhuttee, shall be resumed, and treated as Government khalsat villages.

(Signed) "W. HART,
"Commissioner."

"2.—*Translation of the Decree of the Inam Commission, &c., No.* 8 *of* 1847, *in the Belgaum Collectorate.*

"In nine villages of the Padshapoor Talooka, in the Belgaum Collectorate, Anajee 13
Nursew, Deshpandey of Kuryat Ankule, held lands as personal inam, *i. e.* inams exclusive of his wuttun. Anajee Nursew having died, his son Konher Row oorf Bappoo Saheb bin Anajee Punt, Deshpandey, now claims the lands in question, as belonging to him by right of inheritance. The lands thus claimed are detailed below :—

"1.—In Cusba Ankulgee, Mahal Ankulgee :—

4 anas of a chigur of land, as eksalee inam, of which 3 anas are khooshkee [dry crop], and 1 ana bagaeet [garden] land.

7 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

3 anas of a chigur of bagaeet [garden] land, as gootga inam. 14

3 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

In all one chigur, and one ana of a chigur.

"2.—In Mouza Aktungeerhall, Mahal Ankulgee :—

4 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

4 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

8 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

In all one chigur of land.

"3.—In Mouza Sooludhall, Mahal Ankulgee, fourteen anas of a chigur of khoosh- 15
kee [dry crop] land, as gootga eksalee inam.

"4.—In Mouza Mudwall, Mahal Ankulgee, half a chigur of khooshkee [dry crop] land, as gootga inam.

"5.—In Mouza Arbhavee oorf Dhawulhuttee, Mahal Ankulgee, half a chigur of khooshkee [dry crop] land, as eksalee inam.

"6.—In Mouza Kunburgee, Summut Dhamne, turree [irrigated] land, valued at forty-eight hoons, as surv inam, the value of each hoon in Company's currency being Rs. 1-12-0.

"7.—In Mouza Mulhapoor, Mahal Ankulgee, ten anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

"8.—In Mouza Goojunhall, Mahal Ankulgee :— 16

4 anas of a chigur of old gootga inam, now held as surv inam, of which two anas are khooshkee [dry crop] land, and two anas bagaeet [garden] land.

4 anas of a chigur of khooshkee [dry crop] land, as gootga inam.

8 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

8 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

In all one and a half chigur of land.

"9.—In Mouza Boodeehall, Talooka Gud, Illaka Koorundwar :—

4 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

17 4 anas of a chigur of khooshkee [dry crop] land, as eksalee inam.

6 anas of a chigur of land, as eksalee inam, of which three anas are khooshkee [dry crop] land, and three anas bagaeet [garden] land.

1 ana of a chigur of khooshkee [dry crop] land, as eksalee inam.

In all fifteen anas of a chigur of land.

"In all twenty pieces of land, in nine villages, the inheritance of which, as inam, is claimed.

"Regarding the abovementioned lands, Konher Row Anajee gave to the Inam Commission a kyfeeut or statement, marked क, and a tabular statement marked ख,
18 which are recorded in the duftur; also, in support of the assertions therein made, twelve documents, copies of which are recorded along with the kyfeeut or statement.

"Besides the above twelve documents, which were given in as stated in the latter part of the thirteenth clause [answer] of the kyfeeut referred to in the last paragraph, fifteen other documents were given on a former occasion, and to seven of them Kon-
R.p.103. her Row Anajee now appeals as proof to strengthen his title. Copies of these fifteen documents are recorded with the kyfeeut or statement, which was written by Konher Row's father, Anajee Punt, regarding the three villages Mouza Kublapoor, Mouza
19 Woteemuroo, and Muzzra Kenchunhuttee; and as their purport is recorded in the
R.pp.107 Inam Commissioner's Report on those villages, it is not considered necessary to record
-137. them afresh in this case.

"After an examination of the district and other accounts of the Paishwa's Government, and those of the present Government, and after a full consideration of the assertions made, and documentary evidence produced by Konher Row Anajee, as well as the evidence formerly adduced by Anajee Punt; bearing in mind, also, the facts set
R.p.3-85. forth in the Inam Commissioner's letter to Government No. 251, dated 18th June
R.pp. 86- 1846, and the decision of Government, declared in its letter in reply, No. 3446, dated
88. 20 26th September 1846, the Inam Commissioner places on record separate English
R.pp.193 memoranda of this day's date, regarding the alleged inams enumerated above, and
-225. records the following decision :—

"In the nine villages above mentioned, twenty pieces of land were enjoyed by Anajee Nursew, who is now dead. His heir gave in a kyfeeut, and adduced in proof certain documents, which, however, do not afford any just grounds for the continuance of the said lands as inam. Moreover, it appears to the Inam Commissioner, from an examination of the Government accounts, and other papers in the duftur, that the said lands should be khalsat. And it is accordingly hereby decreed, that all the hold-
21 ings in the nine villages, as enumerated above, shall be resumed, and henceforward treated as Government khalsat.

(Signed) "W. HART,

"Commissioner."

5. Konher Row having appointed as Mooktiar S. S. Dickenson, Esquire, of the Bombay Bar, that gentleman, on the 26th January 1853, forwarded to the Inam Commissioner a remonstrance against his decisions of November 1847, of which the following is a copy :—

"*The claim of Konerrow Anajee Deshponday to the Villages of Kublapoor, Kenchunhuttee, and Ooteemurroo, Juree Enam, and Twenty Pieces of Land, in Nine Villages of the Padshapoor Talooka.*

"[1.] The very general language used by the Enam Commissioner renders it difficult to meet the ground on which his judgment may have proceeded, and it is submitted that as in these cases an appeal lies to Government, the Enam Commissioner should find distinctly what are the facts of the case, and then give his reasons, so that there may be distinct issues raised for submission to the appellate tribunal, adopting, in this respect, the practice of Courts administering Civil Law. 22

"The title in this case may be divided into two branches—1*st*, the original title derived under the original sunnuds; 2*nd*, the title as established by Sir Thomas Munro's sunnud, and Mr. Commissioner Chaplin's decision. 23

"*The grounds of the Enam Commissioner's decision.*

"Anajee Nursew's title to the villages in question as hereditary inam was not recognised by competent authority under the present Government; and further, the circumstances under which they were originally obtained, and subsequently continued to the late holder's family, were not such as to justify their further continuance, the original grants being such as must be regarded as invalid, and there being neither sufficient recognition by any competent officer to correct their invalidity, nor sufficient enjoyment of a nature to create any legal right by prescription."

"[2.] Before commenting on this case, I would respectfully submit that the new Enam Act does not authorise the reinvestigation of titles already inquired into and disposed of by Government [and I must consider the proceedings of Government and their high officials as the same, unless Government disapproved of them at the time]. That were it otherwise, a party in possession may be perpetually harrassed. If there has been fraudulent concealment by a claimant, there might be some ground for a reinvestigation; but otherwise, I submit that the Enam Commissioner at the present day is not to sit in appeal on Mr. Commissioner Chaplin's proceedings in 1825; and my first defence on the present case is the nature of what is called in law proceedings an *estoppel:* that the matter was investigated in 1825, and a decision passed in my favour. 24

"[3.] I would further urge, as a preliminary observation, that in deciding on the validity of the acts of Government officers at a time when they were conquering or settling newly acquired countries, it is not competent for the Government to confirm one part and repudiate another part of their proceedings. It is impossible now to say what good effects were produced at the time by their proclamation; their ready recognition of rights; their reward of services then rendered; and it would be a flagrant breach of faith to repudiate, after a country became settled, and the Government became firmly seated in power, promises and concessions which may have brought about that very settlement and consolidation of power. 25

"[4.] I will endeavour now to state what I believe to be undisputed facts; and I request, as regards each of them, that the Enam Commissioner will either admit their correctness, or set out the evidence on which their correctness is impugned. 26

"1.—The villages of Kublapoor and hamlet Uteemurroo were granted in reward for services by the Beenewala to the present claimant's grandfather, Nursingrow, in perpetuity, as juree enam, the former paying Rs. 40, and the latter Rs. 15 per annum, in Fuslee 1214 [A. D. 1804].

"2.—Mouzay Kenchunhuttee was granted by a sunnud of the Beenewala in Fuslee 1211 [A. D. 1801], to Goordappa, as juree enam, paying Rs. 5 annually; and this was transferred in Fuslee 1218 [A. D. 1808] to Nursingrow.

"3.—A sunnud by Keshowrow Balcrustna in 1215 [A. D. 1805] remitted the Rs. 40 annual payment. 27

"4.—A sunnud from Ramrow Pandoorung remitted the payment of Rs. 15.

"5.—There has been uninterrupted possession held of these villages as enam.

"[5.] Supposing the claimant's title rested here, could it now be impeached by Government? The Sirsoobhadar had, it is submitted, power to grant the two sunnuds. He is one of the officers specially named as so authorised in Schedule C of Regulation XVII. of 1827. It is also submitted that the Soobhadars had the power to remit the annual payments.

28 "[6.] The Enam Commissioner says that the original grants were invalid; but as he does not show why these were invalid, I am unable to meet his objections to their validity, whatever they may be. The powers of a Sirsoobhadar and Soobhadar were as well, probably better, known in 1827, than now; and a legislative declaration made in 1827 is conclusive on this point; and it is no imputation on the present Enam Commissioner to say that Mr. Chaplin in 1825 was as conversant with the powers of Sirsoobhadars as the Enam Commissioner in 1852.

"[7.] My second defence, then, is this—that my original title would have been
29 good, even if nothing had been done subsequently to the British Government succeeding to the country.

"[8.] But this latter defence, though put forward in deference to the Enam Commissioner, is one into which I conceive I am not bound to enter, because the present claimant holds a sunnud from Sir Thomas Munro, and a decision of Mr. Commissioner Chaplin; and this, therefore, is my third defence.

"[9.] Here, again, I am at a disadvantage in meeting the Commissioner's objections.

"[10.] I presume it is admitted that Sir Thomas Munro's title, and Mr. Commissioner Chaplin's decision, if binding on the Government, entitle the claimant to hold
30 the villages as claimed. This is implied in the Enam Commissioner's finding, as his objection is founded on the want of recognition of one having competent authority. This is the objection twice urged, and my answer to it is twofold:—

"1*st*.—That Sir Thomas Munro and Mr. Chaplin had competent authority to recognise it.

"2*nd*.—That even if they had not, as the Government took no measures to repudiate the acts of their officers at the time, they must at this distance of time be held to have confirmed them.

"[11.] The first position is *primâ facie* proved by Sir Thomas Munro's acts. His position was one requiring extensive and almost unlimited powers. It is not to
31 be presumed now that an officer of his standing and abilities exceeded those powers. The grant of sunnuds was essentially within the general scope of his authority. The Treaty between the Kolapoor Raja and the British Government of the 24th of January 1826, Article IV. [see Mr. Edwards' Anglo-Indian Treaties, vol. i. page 488,] shows that Sir Thomas Munro had the power of granting sunnuds, as it refers to a sunnud of the districts of Chickoree and Munowlee by Sir Thomas Munro, and acknowledges that the sunnud was effectual. But one of two positions must be conceded,—1*st*, either Sir Thomas Munro had the power to grant a sunnud: if he had,
32 there is an end of the question; or, 2*nd*, he had not the power: in which case he must have reported his proceedings to his superiors, and their acquiescence ratifies his acts. On this part of the case I adopt the language of Mr. Chaplin, in his decision of the 16th of November 1825:—'It is not necessary for the Deshponday to produce any copies of sunnuds about the enam villages and lands, since he has received sunnuds as above, after the country came under the British power.'

"[12.] But even if there could be any question respecting the power of Sir Thomas Munro to grant the sunnud, surely the inquiry of Mr. Commissioner Chaplin, and
33 his proceedings, were not without authority. But, secondly, admitting for a moment that neither Sir Thomas Munro nor Mr. Chaplin had the power contended for; it is not competent for the Government, after so long a lapse of time, to repudiate their

acts. Government are bound by the laws regulating the relation of principal and agent. Where an agent acts without authority, the principal cannot take the benefit, and repudiate the disadvantage resulting from the acts. Moreover, it is the principal's duty to repudiate the assumed authority. The Government knew the acts of their officers, or, if they did not know them, they ought to have done so; and the consequences of laches are just as applicable to Government as to individuals—that, 34
irrespective of the effect of Sir Thomas Munro's and Mr. Chaplin's acts, and the conduct of Government as determining the very technical question of authority, effect must be given to them, as affecting the equity and justice of the case. They show that a possession of upwards of forty years has, up to the present time, been considered as legal; and it would require a very strong case on the part of Government to destroy such a possession. The claim by Government is one that no court of law or equity would for a moment recognise, and the Enam Act must be considered as one to legalize 35
confiscation if it annihilates rights so clearly established, so long enjoyed, and secured by such guarantees.

"[13.] Mouzay Kenchunhuttee does not appear to be included in Sir Thomas Munro's sunnud, but the right to it was twice disposed of by Mr. Chaplin.

"[14.] The above arguments and facts are equally applicable to twenty pieces of land.

"[15.] I beg that the Enam Commissioner will, in considering this case, also read as part of the defence the letter submitted by the claimant to Government, dated 27th October 1848.

(Signed) "S. S. DICKENSON.

"*January 26th*, 1853."

6. The following is a copy of the letter of 27th October 1848, alluded to in the last paragraph of the above remonstrance, with notes added by the Inam Commis- 36
sioner:—

"To the Right Honorable VISCOUNT FALKLAND,

Governor and President in Council.

"MY LORD,—I respectfully beg your Lordship's consideration of the following statement regarding my claim to three villages, and some pieces of land, held in inam, in the Padshapoor Talooka, of the Belgaum Collectorate, and enjoyed by my family for three generations in a direct line of descent.

"2. I have been dispossessed of my villages and land by a decision of the Inam Commission, against which I respectfully appeal to your Lordship in Council. That decision will appear to have been unsatisfactory to your Lordship in Council, from the 37
fact that the proceedings of the Commission have not been as yet confirmed.

"3. I beg to give a brief history of my case, with a view to show how the above three villages and lands came to my possession and enjoyment, and by what right and title they have been so long continued, or allowed to remain in such possession.

"4. My grandfather, Nursoo Anajee, a Deshpondav [district hereditary accountant] of the Purgunna Ankulgee, Talooka Padshapoor, of the Belgaum Collectorate, was a person of note and influence under the late Government of the Deccan, and, as such, he, in addition to his ordinary duties, assisted the local authorities in the politi- 38
cal affairs of the State. It is well known that the Peshwas were in the habit of leasing out their districts to individuals who they considered were able to manage and keep the same in times of difficulty; and so, (A) when they placed the districts

(A) "This assertion, which follows 'and so,' would be a *non sequitur*, even if the facts asserted were true, but the records show that the Beenewala was a Mamlutdar of Padshapoor [never a Sursoobhedar] many years before the period of grant to which Konher Row alludes. It will be seen, on a reference to the Inam Commissioner's Report of 3rd February 1847, that some of the grants attributed to the Beenewala were made when he was a Mamlutdar, and others when he had not even that authority, but was holding the Purgunna [if he held it at all] contrary to the Paishwa's orders."

in which my grandfather was an officer under the management of one Sideshwur, Mahiput Row Beeneewallay, designated the 'Sirsoobhadar of the Padshapoor Talooka, there sprung up an insurrection, which my late grandfather, though not a military officer, undertook to put down; and he accordingly took the field at his own expense, and with great personal risk and expenditure of money restored the country to
39 tranquillity, and thus conferred a great and acknowledged benefit on his Government and country. In reward of those services, and according to the custom of the late Government to reward services with inams and jahageers, &c. &c. of lands and villages, my grandfather was presented with three villages; and some pieces of land in inam grants, presents, and rewards, &c., made by the Mamlutdars, Soobhadars, and Sirsoobhadars of the late Government, to individuals for having rendered services to Government, were and are still recognised by the late and present Governments to be legal (B) and valid. The above named Sirsoobhadar, in consideration of my grandfather's services, and fully empowered so to do by the late Government, granted to my grandfather in A. D. 1804, three villages under the joodee inam tenure, viz.:—

40 "Mowjay Kublapoor, subject to annual rent of Rs. 40
„ Oteemadavoo, „ „ „ „ 15
„ Kenchunhuttee, „ „ „ „ 5

"In addition to the above, the same Sirsoobhadar, in the same year, granted in inam a piece of land measuring 2¾ chigurs and 3 anas, and his successor Anundrow Sirsoobhadar granted in addition 3 chigurs and 1 ana. All these grants were conferred upon my grandfather by several sunnuds, and were granted in perpetuity from generation to generation. In the following year [1805] a Mamlutdar of the Talooka, named Kessow Row Balkristna, (C) granted another sunnud, remitting the payment of the first tax of Rs. 40. Ram Rao Pandoorung, a successor to the above, remitted, in 1811, the payment of Rs. 15, of the second villaage.

41 "5. These sunnuds were acted upon, by giving under them uninterrupted enjoyment to my grandfather of the above property during his life. On his demise, the same came to the hands of my father, who rendered valuable assistance to the late General Munro, in taking the fort of Belgaum. That officer was then the superior authority or representative of the British Government. In that capacity, General Munro, on 25th May 1818, on the spot, renewed and confirmed the above inam under his own hand, by a document hereto subjoined and endorsed, on which is the following certificate in the English language, in the handwriting of General Munro; that is to say:—

42 'The Inamdar having been very useful during the siege of Belgaum, I have directed his villages of Burrumhuttee and Kublapoor, with the separate lands, to be continued by the Company's Amildaree, in the same manner as under the Peshwa's Government.—THOMAS MUNRO.' (D) Shortly afterwards, Mr. Commissioner Chaplin investigated the above matter, whilst he examined the claims of other individuals in the same country, and recorded his recognition of our title in 1819. This was communicated to my father by the late Mr. Nisbet, Principal Collector and Political

(B) "Such grants can only be regarded as valid when allowed for in the Government accounts; but, as shown in the Report of 3rd February 1847, the grants disallowed by the Inam Commission were such as were not so allowed for in the accounts of later date forthcoming. None of the officers here mentioned by Konher Row had, of themselves, any authority to alienate Government revenue in perpetuity, and any recognition of their acts in so doing must depend on the subsequent approval of competent authority, which never existed in the cases regarding which Konher Row appeals. The Beenewala, who is named as a Sursoobhedar, never was one; and none of the grants brought forward were made by any officer fully empowered to grant in perpetuity."

(C) "Kesowrow Balkrishn was Sursoobhedar of the Carnatic, but had no authority to alienate Government revenue."

(D) "The force of Sir T. Munro's order has been considered by the Inam Commissioner in his Report of 3rd February 1847. It is here misrepresented."

Agent at Dharwar, in a Mahratta document, in the year 1825, an English translation whereof is appended. This is confirmed by another document, lately discovered by me, showing that the same decision had been sent to be recorded in the Collector's dufter at Dharwar in 1825. As it is the same in purport as that communicated by 43
Mr. Nisbet [with the omission only of the last paragraph], it is not herewith submitted at length ; (E) but the omitted paragraph is translated and hereto appended. This inam, so long peaceably enjoyed by my late father, and afterwards by myself, I was R.pp.86-
lately dispossessed of by two decisions of the Inam Commission in the Southern 88.
Mahratta Country. The one relating to the villages is dated 3rd November 1847, and the other, relating to the pieces of land, is dated the 10th November 1847.

"6. The first decision, as I can infer [from the extract the Committee has given me], is based upon no other grounds, except that 'it did not appear to the Committee 44
from the statement [meaning the answers which my late father gave to certain queries as to how the inam was obtained by him] the late incumbent gave that it should be continued to his son, the present claimant.' The other decision states for its ground, 'that the present incumbent, who is the heir of the late incumbent, showed no cause for continuing the ground to him.' Against these decisions I made an appeal to Government. (F)

"7. It now appears by a recent communication of Mr. Hart, one of the Inam R.p.277,
Commissioners, that the above decision regarding the villages was reversed by &P.p.7.
Government, (G) who he states have ordered a reinvestigation to be made into the R.p.275.
matter. In the same communication he submitted three interrogatories to be answered 45
by me, and I did so accordingly. These interrogatories, which seem to be the basis of his report to Government, and the grounds of his conclusions, are stated below :—

"*Query* 1*st*.—Your father's *kyfeeut* [statement or deposition] is shown to you : if you have to state anything more, you may please to do so.

"2*nd*.—The person that gave you the above three villages in inam was not legally authorised to do so, and the villages he gave were never confirmed by the Peshwa's Government, and never recorded in the Hoozoor [Peshwa's] accounts : how can, therefore, your right to them be established ?

"3*rd*.—Now, no competent authority of the East India Company has recognised 46
your right, by which you can set up your claim to them. What have you to say to this dispute, and how and by what proofs do you substantiate the same?

"8. The answer to these queries is simple enough :—

"It must be remembered that the grantor was a Sirsoobhadar, and as such he [as well as others of his rank who bestowed innumerable grants in inam in the same and other purgunnas under the same Government] had full authority to do so. A Sir-soobhadar in those days discharged the functions of Governor, Commissioner General, and in fact all the duties of the civil, military, and political departments. There were 47

(E) "This document of 1826, not 1825, is the one which was submitted with the Inam Commissioner's letter No. 251, of 18th June 1846, and the force of which was determined by Government, as intimated in the Chief Secretary's letter No. 3446, dated 26th September following, to be merely that of a Dufturdar's Report."

(F) "The Inam Commissioner's reasons were briefly explained to Konher Row to be—1*st*, want of original valid title, under the grant of a competent authority ; 2*nd*, want of specific recognition by such authority, of such a nature as to cure the original invalidity ; and 3*rd*, want of prescriptive enjoyment.—See, with regard to the three villages, the Inam Commissioner's letter to Konher Row, dated 7th April 1848. The minor inams having been obtained in a similar manner, no more specific intimation was given regarding the reason for their discontinuance than is recorded in the decree. The Inam Commissioner's records do not show whether a copy of the whole of this decree, or an extract only, was at the time furnished to Konher Row ; but a copy of the whole was sent to him with the Inam Commissioner's letter No. 1325, dated 29th November 1852, in which, also, the above reasons for rejecting his claim are recapitulated."

(G) "Konher Row alludes to the Inam Commissioner's letter of the 7th April 1848, in which he informs Konher Row that Government, 'without confirming' his decision, had ordered a further reference to be made. No communication from the Inam Commissioner stated that his decision had been reversed."

no regulations enacted for his guidance; his words and acts were laws. A Sirsoobhadar was responsible to the Peshwa's Government for the revenue of the districts placed under him, and he was therefore responsible for the revenue of these villages and lands also. Had he not obtained the Government's sanction to dispose of them in the manner he did, the Government would not have continued them to the grantee. (H)

"9. Besides, this inam was given for hazardous and arduous services, which the grantee rendered to his Government and country. The system or mode of keeping the records of the Peshwa's dufter, or of their local functionaries, was very inferior in
48 point of accuracy to the organization of the British Government. It would appear by the 2nd query, that the late Government never recorded in their accounts these and other villages given in inam by the Sirsoobhedar; but it would be hard to deprive me of my villages upon the mere ground of such omission. If it be true that Government left the disposal of rewards, &c. to their Sirsoobhadars, for services rendered to Government, without requiring the same to be submitted to them to obtain their confirmation, (I) then the absence of such confirmation in the dufter is far from conclusive against me. If the custom of recording the grant of Sirsoobhadars in the Government dufter was *general*, there might be some force (K) in the argument; but the con-
49 trary is notorious. I cannot be expected to account for their absence at this distance of time; but this fact is worth a thousand arguments, that not only in the time of the Peshwas, but ever since the accession of the British power, down to the time of the attachment by the Inam Commission, my family and myself enjoyed an uninterrupted possession of the villages and lands for a period of upwards of forty-three years: (L) my father was a Sirdar of the 2nd class, (M) and my name, also, is enrolled in the privilege list amongst the men of my father's class, since I had the honour of assisting the British Government during the late disturbance of 1845, in the Kolapoor territory.

"10. There are other facts which establish my claim. In the year 1818 the late
50 Honorable Mr. Elphinstone enacted certain rules, by which the inams granted prior to the year 1803 were to be continued according to their sunnuds, and those that were granted since that period should be continued for the lives of their holders; but although my inams were granted in the year 1804, yet it has been decided by his authority, as well as that of Mr. Commissioner Chaplin in 1825, that in (N) consideration of my father's services, and his gallant conduct during the siege of the fort of Belgaum, this regulation should not be applied to his case, but that the inams should be enjoyed by him and his family, in the same manner as if they were granted prior to 1803. The object of this resolution will be found in Mr. Nisbet's communication, herein above submitted.

(H) "Most of the alleged grants were made by the Beenewala, who was not a Sursoobhedar; but, at all events, the powers of the latter officer are here overrated. A Sursoobhedar had no inherent right to alienate; and as for the fact appealed to at the close of Konher Row's 8th paragraph, as a *proof* of the Sursoobhedar's powers, it is incorrect, as the *Government* accounts *did not allow* for one of the grants which Konher Row claims, and, therefore, however they may have been continued, it was not by the Government."

(I) "But this was not the case."

(K) "Such grants, when approved of, were admitted into the Government accounts, whether made by Sursoobhedars or inferior officers. Some grants made by the Beenewala were admitted into the accounts of Padshapoor; but none of those disallowed by the Inam Commissioner were of that number."

(L) "None of the villages, lands, &c. to which Konher Row's letter alludes, had been held for twenty years before the introduction of the present Government, and none were continuable under any rules since existing, at any rate longer than during the life-time of Anajee Nursew."

(M) "The character of Konher Row's father is scarcely such as to help his claim. He is notorious as having defrauded Government in matters unconnected with the present question."

(N) "No such decision was made by either Mr. Elphinstone or Mr Chaplin as Commissioner.—See Report by Inam Commissioner of 3rd February 1847."

"11. To explain the question more fully, and to avoid the trouble of referring 51
to the old records, I beg to state that the Mahratta part of General Munro's sunnud issued under his hand, dated 27th May 1818, contains an expression (o) that '*in consideration of the report of Shree Neewas Rao, Mamlutdar, representing that the two villages of Bhurmunhuttee and Kublapoor, and lands in Chahoor, granted in inam by* R.p.116, *the Beeneewallay, have been continued, this sunnud is issued, whereby you* [*meaning my* & p. 141. *father*] *are to enjoy the inam and wuttun happily. They, as heretofore enjoyed, will be continued as long as the Company's Government will exist.*'

"12. The late Mr. Commissioner Chaplin gave an order in the name of Nilkunt Rao, Mamlutdar, dated the 18th December 1818, (P) the purport of which is, that 52
the enjoyment of the inam villages and lands of my father should not be interrupted, and to continue them to him without objection.

"13. The same gentleman wrote an order, dated the 17th July 1819, to the address of Timmapa, Mamlutdar of the Talooka Padshapoor, purporting that an order was received to levy a higher 'rate of assessment on the new villages and lands of Akly Kuryat, enjoyed by Anajee Nursew Deshponday, and to sequestrate the village of Oteemudvoo; but his brother Nilkuntrow forwarded to the Hoozoor the sunnuds, &c. issued by the General Saheb, and they, having been brought under perusal, you are ordered, that in pursuance to the regulation now in force, the higher rate of assess- 53
ment levied is to be valid; but as the General Saheb has issued a sunnud, they must be continued accordingly. The new lands and villages assessed higher than before are exempted from the increase. You should continue the village Kublapoor, which was under sequestration, and raise no objection to the enjoyment of the new villages and lands. Continue them accordingly.'

"14. The above gentleman again issued another order, dated the 3rd December 1819, to the address of Timmapa Mamlutdar, purporting that 'Chikuldinee Goodnapa Naik had granted to Anajee Nursew Deshponday the village of Kenchunhuttee in inam, which was granted to him [the former] by Beeneewallay. Now the village and 54
wuttun are, according to order, resumed. And he brought to the notice of the Hoozoor that they were enjoyed in inam for ten or eleven years, and sent a kyfeeut [deposition], as I required, with a petition. They are brought under perusal. The said village was granted to *Chikuldenewallay* by *Beeneewallay*, and the former granted to Anajee Nursew Deshponday. The sunnud of Beeneewallay granted to Chikuldenewallay about the village of Kenchunhuttee, and that which the latter has granted to him, are with him. In addition to this, it has been enjoyed for ten or eleven years. The resumed village is now ordered to be continued to the Deshponday, and you should do accordingly.'

"15. In explanation of the matter above represented, I beg to observe that the 55
Regulation XVII. of 1827, Section XXXVII., of the Bombay Code, applied to the Southern Mahratta Country by the Regulation VII. of 1830, enhances my claim (Q) by its expression that 'whenever the title to hold any land exempt, wholly or in part, from the payment of public revenue, shall have been clearly recognised by the present

(o) "The translation here given by Konher Row is incorrect. Sir T. Munro's order is translated as the 9th document described in paragraph 7, and its force considered in paragraph 10, of the Inam Commissioner's Report of 3rd February 1847."

(P) "Mr. Chaplin was not Commissioner at the date here mentioned. The orders mentioned here, and in the next two paragraphs of Konher Kow's petition, were made by the Principal Collector of Dharwar. Their purport, as shown in the Inam Commissioner's former Report, was never approved of by Mr. Chaplin as Commissioner."

(Q) "Although the Regulations quoted do not apply to the Southern Mahratta Country in the matter of inams, the *principle* put forward by Konher Row is as fair as if they did, and agrees with that of Rules 1 and 2 of Schedule B of Act XI. of 1852. But, unfortunately, there has been no clear recognition by any authorised officer in the case of the villages and lands claimed by Konher Row."

or any former Government, or by any public officer possessed under a former Government of full and sufficient authority to grant deeds exempting land from the payment of public revenue, such recognition shall be understood to have cured all defects to the extent of such recognition, and be in so far admitted as a sufficient title
56 to the exemption'; and I also beg to add, that this inam being one which was recognised as having been actually bestowed upon my grandfather by a Sirsoobhadar, who, according to the Appendix C of the same Regulation referred to in Section XXXIX. Clause 1st, was fully and sufficiently possessed of authority to make such grants; (R) and as, by the Clause 3rd of Section XXXV. of the above Regulation, it is enjoined that 'enjoyment of such exemption for *twelve years* antecedent to the date when the territory in which the land is situated came into the possession of the British Government shall be considered as equivalent to enjoyment for *sixty years*, as specified in the preceding Clause.' I beg to recall to your Lordship's memory that the sunnud
57 granted by General Munro, in which he states that my father assisted him in taking the fort of Belgaum, is dated 25th May 1818. As the sunnud was written long after the country was taken possession of by General Munro, it may be presumed that it was at least one year before its date, *i. e.* the year 1817. Twelve years prior to that would be 1806 or 1805; but as the sunnud of the Beeneewallay was executed in 1804, my claim to the above property cannot, I respectfully submit, be fairly objected to.

"16. It would appear that Regulation VI. of 1833, being a Supplement to the Regulation XVII. of 1827, was enacted upon the principles of Mr. Elphinstone's
58 Rules above cited. It is laid down in Section I. of the said Supplement, that 'In modification of such parts of Clauses 2nd and 3rd Section XXXV., Clauses 1st and 2nd Section XXXVI. Regulation XVII. Chapter IX. A. D. 1827, as prescribed 60 years as the term of possession of land wholly or partially exempt from the payment of revenue required to confer a title, it is hereby declared, that possession such as is therein contemplated for a period of 30 years shall constitute a title of the same nature as possession for 60 years previous to the promulgation of this Regulation.' According to the provisions of this Clause, my predecessors should have possessed the villages and lands in or before the year 1803; but as the above Regulation was framed upon
59 the principles of those rules which were set aside in favour of my family, and to which my case formed the exception by favour of the framers themselves of the above rules, the rules which were so departed from in favour of my ancestor cannot now be applied to my case, which was from the first withdrawn from their operation.

"17. The Inam Committee does not seem to dispute my possession for the period I have set forth as above, but rather to doubt the authority of the grantor to bestow the inams on my grandfather. As I have shown, I trust sufficiently, that the grantor was a person recognised by law as having possessed full authority to do so,
60 it is unnecessary for me to repeat arguments on that head. Supposing, however, for the sake of argument, that he was not a person lawfully empowered to bestow the grant in question, still my security is, that the British authorities or representatives on the spot not only recognised the validity of such grants, but also themselves consented to continue my inams, and renewed and confirmed them, because they were bestowed by persons and for purposes acknowledged by the British authorities to be legitimate.

"18. It may not be here out of place to remark, that at the time the British Government was introduced into the country, few Natives of the newly acquired territory could be supposed to know much about a Presidency or seat of Government,
61 from which high functionaries like General Munro and Mr. Chaplin were to obtain

(R) "It is by a misprint that in the Appendix quoted, Sursoobhedars *later than* 1803 were entered as competent authorities. This is evident from a comparison of the corresponding Appendix of Regulation I. of A. D. 1823, from which it was transferred, and Mr. Elphinstone's Rules of A. D. 1819, on which both were founded."

instructions to confirm the grants in question. All that I or my late father desired was the possession and enjoyment of the villages and lands for our own benefit, and, as long they were so allowed to be retained by us, we remained quite contented.

"19. I also beg, in conclusion, to draw your Lordship's attention to the fact that my grandfather, my father, and myself, have successively and successfully rendered very important services to the late and present Governments, often at the risk of life, and always at considerable expense: there is nothing unreasonable, therefore, in a family which has been so useful to their Government and country receiving from the 62
grace and bounty of Government such rewards as were conferred upon us for services rendered by my family three generations ago.

"20. Under these circumstances, I beg most respectfully that Government will be pleased to bestow its liberal consideration on the subject herein represented, and humbly pray that your Lordship in Council will do me the justice of ordering the local authorities to restore to me my villages, together with whatever revenue may have been realised by the Collector from the time of the attachment by the Committee; with instructions to continue to my family, in accordance with the several sunnuds, the three villages of Kublapoor, Burmunhuttee, and Kenchunhuttee, as also lands 63
measuring 6 chahoors and 1 ana. My rank entitles me to have all correspondence regarding me and my villages carried on through the Political Agent and the Political Secretary to Government, instead of through the Collector and his Assistants in the Revenue Department; and I respectfully beg, therefore, that my name being included in the privileged list of Sirdars, Government may kindly issue instructions to transfer and conduct the same in the manner prescribed in such cases.

"I have the honour to remain,

"My Lord,

"Your Lordship's most obedient and faithful Servant, 64

"सची कोन्हेरराव आणाजी देशपांडे मगणे

आकलगी तालुके पाडाद्शापूर जिल्हा बेलगांव.

"KONEREE ROW ANAJEE,

"Deshponday Purgunna Ankulgee, Talooka Padshapoor, Zilla Belgaum.

"*Shahapoor, near Belgaum, 27th October* 1848."

7. Having taken into consideration the whole of the papers recorded throughout the investigation of Anajee Nursew's and his son Konher Row's claims to the villages and lands under question, the Inam Commissioner records, with especial reference to the Remonstrance of 26th January 1853, the following Minute, containing his final finding and judgment in the case:—

MINUTE.

1. With regard to what is stated in the 1st paragraph of the Remonstrance 65
forwarded by Mr. Dickenson on the 26th January 1853, I am of opinion, that as Konher Row is aware of the nature of the assertions made by his father with regard to the villages Kublapoor, Woteemuroo, and Kenchunhuttee, and those made by himself as regards the twenty pieces of land claimed as hereditary inam in nine villages of Padshapoor, the language of the original decree, which is taken as the basis of his Mooktiar's remonstrance in the case of the former, seems sufficiently precise to show on what grounds the Inam Commissioner thought it necessary to disallow Konher Row's title to succeed as Inamdar. The grounds, as shown in the decree, involve 66
the following points, as found by the Inam Commissioner, viz. that—

1. None of the officers of the late Government asserted by the claimant to have made the grants, or extended them, had, at the alleged date of grant, authority to alienate Government revenue in perpetuity.

2. The invalidity of the grants alleged to have been made by those officers was not cured by the subsequent specific recognition of authority competent to so alienate Government revenue ; which opinion of the Inam Commissioner involves an alternative of two suppositions, viz :—

67 1*st.*—Either that the documents put forward by the claimant as proof of recognition do not prove such specific recognition as to give hereditary right to a person holding under invalid title deeds.

2*nd.*—Or that [if they do contain terms of sufficiently specific recognition for this purpose] they did not emanate from a competent authority.

3. The alleged inams had not been held in the manner, and for the length of time, sufficient to create *any* degree of prescriptive right, *i. e.* they had not been undisputedly held through one direct descent, and forty years before the
68 introduction of the present Government.

The terms of the Inam Commissioner's original decision in the case of the twenty minor inams was less precise, but Konher Row has since been distinctly informed that its grounds were the same. The above remarks dispose generally of the two heads of title here brought forward by the remonstrant. They will, however, be noticed more particularly below.

II. The remonstrant commences his first plea, that of *estoppel*, by arguing that "the new Inam Act does not authorise the reinvestigation of titles already inquired into and disposed of by Government." Now the Inam Act [XI. of 1852] provides
69 for the *investigation* of *all* titles of persons holding or claiming inams, &c. One of its rules is that any lands held under a specific and absolute declaration by competent authority are to be continued according to the purport of such declaration; and it is apparently on this rule that the remonstrant seeks to base one of his divisions of title. But without investigation, it would be evidently impossible to determine whether or not the rule applies. Had the remonstrant argued that the Inam Act does not authorise the *disturbance* of a title guaranteed by the specific and absolute declaration of any competent authority under the present Government, it would have been an
70 unexceptionable argument; and I shall therefore consider that it is urged on Konher Row's behalf. This is, however, an argument which cannot be received as *stopping* investigation, since it requires an investigation of facts to test its validity.

III. The remonstrant's plea in *estoppel* is defective, in that it is based on *questionable* assertions, viz :—

1. That the question of his title has been decided by Government, or competent authority.

2. That the proceedings of Government and their high officials are the same. The remonstrant particularly specifies Sir T. Munro and Mr. Commissioner Chaplin.

71 3. That in investigating Anajee Nursew's title the Inam Commissioner would be sitting in appeal on Mr. Commissioner Chaplin's proceedings in 1825.

4. That the matter now in question was finally decided in A. D. 1825.

The beauty of a good plea in *estoppel* seems to me that it should, by a statement of *patent* facts, obviate the possibility of its assertions being questioned; and such statement the remonstrant has failed to submit.

IV. As the above arrangement of assertions, which is that followed by the remonstrant, commences with generalities, and goes on to particulars, I think it will be more convenient, in explaining my reason for calling them "questionable," to take them
72 up in reversed order.

V. With regard to the final decision of A. D. 1825, asserted to have been passed by the Commissioner, and which, in another part of the remonstrance, is said to be

one dated 16th November 1825, I find the supposed decision to have been contained in "a yad sent to Dharwar from the duftur of the Commissioner's cutcherry, on the 16th November 1826," after the recall of the Deccan Commission; an *extract* from which yad was filed by Anajee Nursew in the Inam Commission office. This yad referred to the holdings of *all* the Zumeendars of Padshapoor; and, on the original being submitted to Government, with an inquiry as to the force to be attributed to it, Government declared that it was to be regarded only "as a Report 73
of the Government [late Commissioner's] Dufturdar," and that nothing more was R.p. 87.
intended by forwarding it to Dharwar than to "refer the questions it treats of for the further consideration of the Principal Collector."

VI. So far from the Commissioner in the Deccan having come to any decision in Anajee Nursew's favour in A. D. 1825, I find the following facts proved by the Government records. In A. D. 1821, the Principal Collector of Dharwar, in reply to R. p. 7.
inquiries instituted by the Commissioner, Mr. Chaplin, regarding certain villages entered in his [the Principal Collector's] returns, &c. as inam, and otherwise, submitted an explanatory statement, in which he gave, regarding the villages Kublapoor, 74
Woteemuroo, and Kenchunhuttee, much the same account as that given to the Inam Commission by Anajee Nursew. On the 10th August 1824 Mr. Chaplin replied R. p. 13.
that the explanation submitted by the Principal Collector was at variance with the Poona duftur, and that "the propriety of continuing those lands and villages to the holders appears very questionable." The villages to which the above remark of Mr. Chaplin related included Kublapoor, Woteemuroo, and Kenchunhuttee, claimed by Anajee Nursew, Deshpandey of Ankulgee; and the Principal Collector was ordered to send further explanation, and copies of sunnuds, &c. to the Commissioner's cutcherry. This 75
call was not obeyed until the 4th April 1826; so that it is clear that the Commissioner R. p. 29.
could not have come to any final decision in 1825. It was in acknowledgment of, and in reply to, the Principal Collector's Report of 4th April 1826, giving cover to the copies of sunnuds, &c. which had been required by the Commissioner's letter of the 10th August 1824, that the yad of 16th November 1826 was forwarded to the R. p. 65.
Principal Collector of Dharwar after Mr. Chaplin's departure, by the Sub-Secretary to Government, who mentioned the yad as an "enclosed Mahratta paper drawn up by the Government Dufturdar"; and, as stated above, it has been determined by 76
Government, that this paper is not to be regarded in the light of a decision.

VII. The consideration of this fourth assertion in the plea of *estoppel* has brought me to that of the third, which is also disposed of above; for as it is clear that Mr. Chaplin not only gave no final decision as to Anajee Nursew's claims in 1825, but that, when he left the Deccan Commission in A. D. 1826, they were still undisposed of; so it is clear, that in continuing an investigation of these claims, the Inam Commission is not sitting in appeal on Mr. Chaplin's proceedings, but continuing them.

VIII. With regard to the second assertion set forth above, it has already, in another case, been decided by ultimate authority that Mr. Chaplin, as Commissioner, 77
had "no authority to perpetuate the improper alienation of Government lands"; and the following extract of paragraphs 5 and 6 of a letter from the Supreme Government of India to the Bombay Government, dated 15th July 1820, shows that this decision was by no means the promulgation of a novel idea regarding the authority of that gentleman :—

> "5. The office held by Mr. Chaplin is, in His Lordship's estimation, essentially different from that of the late Commissioner, or that of the former Residents at Poona.
>
> "6. The late Commissioner was the actual and ostensible Governor of the country, acting under the general control of a distant and invisible supreme 78

power, which exercised very little interference, and reposed due and implicit confidence in his judgment and local experience. Mr. Chaplin is acting under the immediate superintendence and minute control of a proximate Presidency, and it must be universally understood throughout the country, that the ruling power accompanied Mr. Elphinstone to the seat of his Government."

So that, were it evident that Mr. Chaplin, as Commissioner, *had* continued lands
79 which ought not to have been continued, his authority was not such as to bar the reversal of his order, much less an investigation as to what he intended by it.

IX. Sir Thomas Munro I look upon to have been a fully competent authority, for the reasons urged by the remonstrant as a "preliminary observation" in the 3rd paragraph of his remonstrance, and for other reasons, which it is needless here to notice. This view is, of course, subject to the orders of Government contemplated in the 1st explanatory provision relating to Rule 1 of Schedule B of Act XI. of 1852, and my adoption of it will not justify the plea of *estoppel*, so as to preclude
80 investigation, since my opinion on such a question is not binding on Government, who should have the opportunity of considering it; and at any rate it remains to discover what Sir T. Munro *did* really guarantee.

X. With regard to the first assertion recited above, in paragraph III. of this Minute, it must be shown, in order to stop investigation by the Inam Commission, that a final authoritative decision has been passed regarding the claimant's title, and that that decision was of such a specific nature as to render unnecessary any further inquiry; but I find no evidence of this, while there are on record reasons for believing the contrary.

81 XI. I therefore consider it necessary to overrule the plea of *estoppel*, and to go into the merits of the case.

XII. In his 4th paragraph the remonstrant states five facts. There is nothing to show that the first four of these facts are not true; and I am, therefore, of opinion, that they should, so far as the present case is affected, be considered as proved. The fifth fact asserted, *i. e.* "uninterrupted" possession since each grant, is disproved by entries in the Government accounts, which show that such possession was disallowed, and must have been unauthorised by the Government or paramount power. The accounts to which I refer are azmases and taleebund accounts of Purgunna Padshapoor,
82 which show, that though *some* of the Beenewala's grants were admitted and allowed for as special cases, none of the grants to which the remonstrant refers were so allowed for, the assessment of the villages said to have been granted to Nursew Anajee and Anajee Nursew being included in the valuation of khalsat villages, and the Mamlutdar held answerable for it.

XIII. In his 5th paragraph the remonstrant asks—"Supposing the claimant's title rested here, could it now be impeached by Government?"—and, to show the absurdity of a reply in the affirmative, goes on to assert that "the Sirsoobhadar had
83 power to grant the two sunnuds"; but he refers to the Beenewala's sunnuds, and the Beenewala was *not* a Sursoobhedar: and further, at the date of his grant of Kenchunhuttee to Goorudapa Naik, he was not even a Soobhedar or Comavisdar, having been suspended from the comavisee management of the purgunna some months before, and not restored to it until the year following; and the grants of Kublapoor and Woteemuroo were made a year after the Paishwa had issued a sunnud for the *final* dismissal of the Beenewala from the management of Padshapoor, and at a time when he had not even the authority of a Comavisdar in it. It will be
84 seen that the facts just stated must make the admission of the first and second facts stated in the 4th paragraph of the remonstrance useless to prove original good title.

XIV. With regard to the third fact, the remonstrant omits to state in his own favour a fact which, from the tenor of his argument regarding the powers of

Sursoobhedars, he would doubtless consider important. This is the fact that Keshowrow Balkrishn [who is admitted to have issued the sunnud of Fuslee 1215 (A.D. 1805-06), confirming and extending the Beenewala's grant of Kublapoor] was, at the time, Sursoobhedar of the Carnatic, and not merely a Soobhedar, as supposed by the remonstrant; still, the fact that the Government accounts of latter date prove that the grants 85
made by him and the Beenewala, to which the claimant's remonstrance relates, were not allowed for by the Paishwa, is fatal to any title founded on the Sursoobhedar's grant of Kublapoor.

XV. Before leaving the subject of this third fact, as connected with the authority of Sursoobhedars, I may state, that whatever authority has of late years been ascribed to Sursoobhedars, the State records show beyond the shadow of a doubt, that they had no inherent power to alienate Government revenue in perpetuity. I state this fact here, not because I consider it of importance in the present case, seeing that the 86
Paishwa's accounts afford evidence of disallowance which would vitiate grants of better original title than those of Sursoobhedars, but because the remonstrant apparently wishes to argue on the assumption that the grant of a Sursoobhedar, even not subsequently allowed for in the Government accounts, should be regarded as valid; and I think it right to warn him, that if he should argue the same point in appeal, he must be prepared to meet evidence such as that to which I allude. For a similar reason, I think it as well to note a fact connected with the remonstrant's quotation of Appendix C of Regulation XVII. of 1827, as declaring the authority of Sursoobhedars, 87
although that Regulation is not law in this case, but only affords evidence of what was believed by its framers. The Appendix in question purports to be a list of officers who had power to confer grants; and, as it stands in the printed Regulations, certainly contains the following among others recorded as so authorised:—

All Sursoobhedars in their districts.

All superior local functionaries acting directly under the Paishwa, without the intervention of any superior authority, if the deeds bear date prior to 1803.

Thus placed, and read accordingly, the authority of making grants binding on Government would, no doubt, be ascribed to Sursoobhedars in their districts, at *any* 88
period; but I find that Appendix C to Regulation XVII. of 1827 was simply copied from Appendix C of a former Regulation I. of 1823; and *this* was adopted, without the intention of alteration, from the Honorable Mr. Elphinstone's Rules of A. D. 1819, for deciding on titles to inams in the Deccan, the 3rd and 4th of which were as follows:—

"3. All enams granted by Sursoobhedars and other superior local functionaries previous to 1803 shall be confirmed, provided the incumbents have had uninterrupted possession up to the breaking out of the war.

"4. All granted without the Paishwa's authority since 1803 liable to re- 89
sumption; but if held for the last 10 years, to be assessed at only half the full rent, and at the full rent on the death of the present incumbent."

I find also from the analogous Rules prescribed by Mr. Elphinstone for money allowances, that he admitted the continuance of grants made by "Sirsoobeedars and great Moamlatdars, provided the grant was made under sunnud previous to 1803, and held since without interruption." From a comparison of these Rules with the quotation I have made from Appendix C of Regulation XVII. of 1827, and the similar Appendix of Regulation I. of 1823, it is evident that there ought to be only a comma after the 90
word Sursoobhedars, and that the conditional clause "if the deeds bear date prior to 1803" was intended to apply to the grants of *those* officers, *as well as* to those of great Mamlutdars, or other superior local functionaries.

XVI. Now the only Sursoobhedar's grant asserted [or rather admitted] in the present case, is that of the one village of Kublapoor by Keshowrow Balkrishn, in A. D.

1805, and it must be regarded, if we uphold the *intention* of Schedule C of Regulation XVII. of 1827, as a grant invalid in itself even without reference to the Paishwa's
91 non-recognition of it, and its disallowance in his accounts, which alone would, under Act XI. of 1852, Schedule B, Rule 2 Provision 3, be fatal to a better original title.

XVII. With respect to Ramrow Pandoorung's Takeed of A. D. 1811-12 regarding Woteemuroo, it is as a title deed useless, owing to the want of authority of the giver.

XVIII. The result of my consideration of the assertions recited in the remonstrant's 4th paragraph, supported by the arguments stated in his 5th, is that I find that all the original grants were invalid; and that, had they not been so, the absence of their rocognition by competent authority, and the positive proof of their non-re-
92 cognition afforded by the records of the late Government, would have made them invalid before, and at the introduction of the present Government.

XIX. With respect to Konher Row's arguments in the 6th paragraph of his remonstrance, they are disposed of above. I have shown that it was not the intention of the framer of Appendix C of Regulation XVII. of 1827, to ascribe authority to Sursoobhedars of so late a period as A. D. 1803 ; and I have stated that there is unquestionable evidence that no Sursoobhedar under the Paishwa had, at any time, inherent authority to alienate Government revenue in perpetuity. As this latter ques-
93 tion is not pertinent to the present case, it is needless for me to set forth the evidence on which it is based, and which was submitted to Government as a general question in 1845, and satisfied them of the fact. Without presuming to compare myself with Mr. Chaplin, I should feel it my duty to notice any errors into which I might happen to find he had fallen, with regard to questions which it is my province to discuss; but as I have shown that Mr. Chaplin came to no decision on Anajee Nursew's case in 1825, and as there is nothing in this case as it now stands, to show that he overrated the authority of Sursoobhedars, I am in hopes that we are not really at issue, as sup-
94 posed by the remonstrant. The mistake which I have noticed in the Regulation Book of 1827 is evidently a mere typographical error.

XX. I have thus disposed, according to my judgment, of the two defences of *estoppel*, and good title under the late Government, put forward in paragraphs 1 to 7 of the remonstrance. The third, put forward in paragraph 8, is that Konher Row holds a sunnud from Sir Thomas Munro, and a decision from Mr. Commissioner Chaplin.

XXI. I have already stated that the supposed Commissioner's decision of 16th November 1826 was nothing but a report drawn up by a Dufturdar, and sent for consideration to the Principal Collector of Dharwar; and I find that the only paper
95 issued by Mr. Chaplin as Commissioner [produced by the late Anajee Nursew, regarding the three villages in question,] is a memorandum, signed by Mr. Chaplin on the 2nd of June 1826, the purport of which is merely to recite the matter of a petition made to him by Anajee Nursew, and to give him certified copies of two orders, issued by the Dharwar Principal Collector, as prayed for by Anajee Punt.

XXII. In his 9th and 10th paragraphs, the remonstrant, in introducing his third defence, takes up two positions, stated in the form of a dilemma :—

1. That Sir T. Munro and Mr. Chaplin had competent authority to recognise Anajee Nursew's title.

96 2. That even if they had not, as the Government took no measures to repudiate the acts of their officers at the time, they must at this distance of time be held to have confirmed them.

XXIII. The first of these positions, so far as it relates to Mr. Chaplin, is untenable; but, with regard to Sir T.Munro, I see no reason for disputing it. The second I am compelled to think both unsound in deduction, and also based on false premises : unsound in deduction, because one of the first objects of the inam inquiry is to detect and rectify abuses, omissions, and unauthorised acts on the part of Government

servants—a purpose which could not exist were we to admit the principle laid down 97
by the remonstrant, that abuse of authority long undetected is, therefore, no abuse, or a sanctioned one, based on faulty premises, because Government *did* take all the measures that could have been deemed requisite, when on the 16th November 1826 they sent for the further consideration of the Principal Collector of Dharwar the Dufturdar's report of that date, which the remonstrant has put forward as Mr. Chaplin's decision of the preceding year. Government cannot be said to have abandoned its rights because the Principal Collector omitted to proceed on its order, and report, as he ought to have done, on the case referred for his consideration.

XXIV. In following the remonstrant through his 11th paragraph, I consider it 98
useless to notice what is said regarding Mr. Chaplin's authority, as I have, for reasons already explained, come to the conclusion, not only that it was insufficient to warrant the perpetual alienation of Government revenue, but that he did not in this case attempt to do so. I feel, as I have said, bound to submit Sir T. Munro's full authority, —subject to correction by Government.

XXV. But, admitting that Sir T. Munro had full authority to cure by his recognition the most faulty title, it remains to see what he *did* promise. The following is a translation of the body of his letter or "sunnud" of the 25th May 1818, to Anajee 99
Nursew, Deshpandey of Purgunna Padshapoor:—

> "You came to the Hoozoor and represented that the wuttuns belonging to the office of Deshpandey of Purgunna Padshapoor have continued with you from the beginning, but that now that the rule of the Company has commenced, it is necessary to issue an order to the Padshapoor Mamlutdar for [their] uninterrupted continuance. Wherefore, in consideration that when the Company took the fort of Belgaum, you afforded much assistance, and that you have also brought a statement from the Padshapoor Mamlutdar to the effect 100
> that the two inam villages Mouza Bhurmunhuttee [also called Kublapoor], and Mouza Kumulapoor [also called Woteemuroo], of Kuryat Ankule, with fields, gardens, &c., have been uninterruptedly held by you as wuttuns from of old, [mamool pasoon,] I therefore issue this sunnud, [by which] you are to enjoy the abovenamed wuttun inam villages, &c., and to remain satisfied. In the same manner as it has continued from of old up to the introduction of the present Government, so will it continue without interruption, and without any vexation being given to you by the Company Sirkar."

XXVI. It is here evident that Sir T. Munro's recognition was obtained by means 101
of representations made by Anajee Nursew, and a statement brought *by him* from the Mamlutdar of Padshapoor, to the effect that Kublapoor and Woteemuroo were "mamool" or ancient "wuttun" villages belonging to the wuttun of the Padshapoor Deshpandey; and it was in consequence of this assertion, which the very title deeds and present assertions of the claimant, as well as the old Government accounts, prove to have been false, that Sir T. Munro issued his guarantee. "I *therefore* issued this sunnud," he says. But, though misinformed, Sir Thomas Munro's sagacity prevented
him from being misled, so as to occasion permanent loss to the revenues of the coun- 102
try. In saying, after his recitation of the [false] assertion made to him, "you are to enjoy the *abovenamed wuttun*," he adds the saving clause "as it has continued *from of old, so* will it continue without interruption, and without any vexation being given to you"; and in his English postscript he writes that he has directed the villages, &c. to be continued "in the same manner as *under the former Government*." As the continuance of these villages was not authorised by the late Government; as they had not been held at all from of old, or for so much as fourteen years; and as Sir Thomas Munro nowhere alludes to the villages as hereditary property, unless *as* 103
wuttun, which they are not, I consider it would be going further than Sir T. Munro

himself intended were we to recognise the present claimant's title, now that the misrepresentations made to Sir T. Munro, and recorded by him as the basis of his order, have been detected.

XXVII. Sir T. Munro was not in a position himself to at once detect such misrepresentations on the part of alleged Inamdars; but he seldom failed to record the story told him in each case, and to issue, as in this one, an order, so couched as
104 to be conditional on the truth of the assertions made to him in order to obtain it; and several of his letters written about this time show that he never intended to finally dispose of Inamdars' claims, but to merely make a temporary arrangement, leaving the merits of all inam claims for future deliberate inquiry and final settlement. This fact is a matter of history.

XXVIII. The 12th paragraph of the claimant's remonstrance is strongly worded; but, from the facts already stated, I feel obliged to look upon it as weak in argument. As there is no specific decision of the Government servants named by the remonstrant
105 which declares that the villages, if *not* wuttun, *nor* held under the late *Government*, *nor* continued from of old, are to be continued hereditarily for the future, there is no repudiation of their acts in limiting their continuance to the life of Anajee Nursew. Again, in arguing that Government is bound by the laws regulating the relation of principal and agent, and, therefore, must continue alianations of *public revenue* wrongfully made or continued by its servants, the remonstrant puts forward a principle, which, if admitted, would put an end to all rectification of long hidden abuses, and to good government. In the present case, however, I cannot see that this question
106 is material. The question of Anajee Nursew's title was regarded as a conditional one by Sir T. Munro, left undecided by Mr. Commissioner Chaplin, who has, however, recorded his suspicion of its validity, and sent for the further consideration and report of an inferior local officer by Government in A. D. 1826; from which time till 1843 no inquiry was made regarding it. An enactment which sanctions the pursuit of inquiry under the circumstances of abuse and deception apparent in this case does not, therefore, seem to "legalize confiscation."

XXIX. With regard to the remonstrant's 13th paragraph, no decision admitting
107 Anajee Nursew's title to Mouza Kenchunhuttee was made by Mr. Chaplin when Commissioner in the Deccan; on the contrary, when Commissioner in the Deccan, he himself questioned the propriety of what had been done regarding that village, whether by himself or Mr. Thackeray, as Principal Collector of Dharwar.

XXX. This brings me to the 14th paragraph of the claimant's remonstrance, in which he applies the arguments set forth with especial reference to the villages Kublapoor, Woteemuroo, and Kenchunhuttee, to the twenty minor inams in nine villages. The remonstrant, by simply stating that his arguments with regard to the three villages
108 apply equally to these pieces of land, has thrown upon me the task, which he ought to have fulfilled, of classifying them. I have found, on reference to the Belgaum Dufturdar, that all of them regarding which there are any entries at all in accounts of the present Government, are entered as "life holdings" of Anajee Nursew. Further, this circumstance is common to fifteen of them, that they are proved or admitted to have been obtained by titles which were originally invalid, either from the grants being those of Sursoobhedars or Comavisdars later than A. D. 1803, or of suspended Comavisdars. Of the remaining five, the origin of one is unknown, further than that
109 it is asserted to have been in existence in 1801-02, and one is of an exceptional nature, and will be mentioned below; the other three being grants of a Comavisdar, essentially without authority to grant, but, if the deeds be genuine, of earlier date than A. D. 1803. Another circumstance common to all but the exceptional case above alluded to, and of a nature fatal to title, is, that there are forthcoming accounts of the late Government of later date than the alleged grants, which make no allowance for them.

Another common to *all* is that there has been no specific recognition of them as permanent holdings by any competent authority under the present Government. This being the case, Konher Row's claim to succeed to them cannot fairly be admitted. 110

XXXI. The exceptional case just alluded to is the claim for forty-eight hoons' worth of land in Mouza Kunburgee. This land is said to have been granted to Anajee Nursew in A. D. 1818-19, by the Surinjamdar then in possession of the village, which he gave up to Government, as part of an assignment of territory, in A. D. 1820-21. In my original consideration of Konher Row's claim to this land, I was of opinion that the land ought to have been made khalsat when the village was given up by the Surinjamdar; but after considering the correspondence, &c. here noticed, I now feel in some doubt as to whether I ought to advise Government to consider that this land was resumable from the death of the late Anajee Nursew, or that of Chintamun Row, the alleged grantor. As it is the evident intention of the remonstrant to appeal from my decision as to his claims, if at all unfavourable, and as I must give an unfavourable decision in all the *other* cases, I consider that it will be the best course for me to uphold my former decision in the case also, the more especially as the remonstrant has not brought it forward separately, as he ought to have done, in his present remonstrance, but has, by the general nature of his 14th paragraph, [which I may notice is inapplicable to the claim especially under consideration,] left me to act as his Vakeel. The opinion, therefore, which I thus uphold, is, that as the grant in Kunburgee was made by a Surinjamdar, without authority to alienate for a greater period than his possession of the village, and as the grant was not specifically guaranteed when the village came into the hands of Government, it should lapse at latest from the death of the assignee, Anajee Nursew.

Government Circular No. 749, dated 29th January 1850, with accompaniment.
Government letter No. 6271, dated 27th September 1852, with accompaniments.
Government Resolution No. 88, dated 6th January 1853.

R. pp. 210 & 211, & pp. 238–255.

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XXXII. In his 15th and last paragraph, the remonstrant requests that his previous appeal to Government, of the 27th October 1848, may be taken as part of his present defence. On carefully examining this, I find that it contains nothing of consequence to Konher Row's claim which has not been already disposed of in my consideration of his present remonstrance, excepting a translation of Sir T. Munro's Mahratta sunnud of A. D. 1818, which is given in the 11th paragraph, but which falsifies the meaning of the original, so as to make it appear that Sir T. Munro was *not* misinformed that the villages claimed were part of an ancient *wuttun*, but that he knew that they were grants by the Beenewala—a very grave misrepresentation of the meaning of his order. This letter of appeal is placed on record, with such notes attached to it as it seemed to require; and all further that seems needful to record regarding it, in this Minute, is the fact that it contains nothing important to the claimant's title not already disposed of above.

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XXXIII. With regard to the order to be issued in consequence of the finding now recorded, I am of opinion that the three villages Kublapoor, Woteemuroo, and Kenchunhuttee, were fairly resumable, at latest, at the death of Anajee Row; and that, as so many of the minor holdings as were entered at all in the accounts of the present Government, when the Inam Commission's inquiries were instituted, were entered [with the exception of the land claimed in Kunburgee] as "life-holdings of Anajee Nursew," they also should be regarded as resumable from his death. The land in Kunburgee has in some village accounts been entered in the name of Konher Row, but no order is to be found authorising such entry, which is reported by the Padshapoor Mamlutdar as made in consequence of *verbal* instructions from the 2nd Assistant Collector. I cannot consider that an entry thus accounted for ought to give Anajee Nursew's son the benefit of the 1st provision attached to Rule 6 of Schedule B of Act XI. of 1852, but think it right to here notice the fact, in case Konher Row should consider it a ground of appeal.

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XXXIV. I am of opinion that Konher Row should not be called on to repay anything that he may possibly have realised from the villages and land, between the date of his father's decease and the decrees against which he remonstrates; not because I consider that he has any just right to such realizations, but because it has hitherto been the general custom of Government to waive its right of recovering such balances.

XXXV. On the whole of the above grounds, I decree, under the 6th Rule of
117 Schedule B of Act XI. of 1852, that the orders contained in the former decisions passed by the Inam Commissioner in the Southern Mahratta Country on the 3rd and 10th November 1847, shall be upheld; and that the course indicated in his letters to the Acting Collector of Belgaum, No. 434, of the 3rd November 1847, and No. 437, of the 11th idem, shall be pursued, the villages and lands being made finally khalsat from those dates respectively.

W. HART,
Inam Commissioner.

Khandalla, 4th February 1853.

8. A copy of the 7th paragraph of this Record, containing the above judgment,
118 has been sent to S. S. Dickenson, Esquire, Mooktiar of Konher Row Anajee, with a letter, No. 1720, dated 12th February 1853, as follows:—

"SIR,—I have the honour of forwarding an extract from the Record of my Proceedings with regard to your Remonstrance, dated 26th ultimo, on the part of Konher Row Anajee Deshpandey, against the resumption of the villages Kublapoor, Woteemuroo, and Kenchunhuttee, and twenty minor pieces of land claimed by him as Inam in the Padshapoor Talooka, of the Belgaum Collectorate.

"I have, &c."

9. Konher Row Anajee has also been apprised, by a Mahratta letter, that the Inam
119 Commissioner has furnished a copy of his judgment in this case to his Mooktiar.

W. HART,
Inam Commissioner.

Khandalla, 14th February 1853.

The above decree having been appealed against by Konher Row Anajee, the Inam Commissioner's proceedings were reviewed by the Right Honorable the Governor in Council, by whom it was resolved, under date 13th August 1855, that Government had no reason for interfering with the Inam Commissioner's decision in this case.

RECAPITULATION OF PROCEEDINGS

OF THE

INAM COMMISSION,

CONNECTED WITH

THE RESUMPTION OF MOUZA MULAPOOR, MOUZA PUNJUNHUTTEE, AND MUZZRA YEDULGOOD, IN THE PADSHAPOOR TALOOKA OF THE BELGAUM COLLECTORATE, HELD BY THE LATE ANAJEE NURSEW DESHPANDEY AS INAM, AND NOW CLAIMED BY HIS SON, KONHER ROW ANAJEE.

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RECAPITULATION OF PROCEEDINGS, i

&c. &c.

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1. On the 27th October 1846, the Inam Commissioner received Konher Row Anajee's "Kyfeeut" or written statement of the title by which he claimed the above villages.

2. Having subsequently obtained all the evidence which he could collect to test the validity of his title, and throw light on the history of the transaction by which Konher Row's father had obtained the above villages, and on the history of the village and hamlets for which he had received them in exchange, the Inam Commissioner drew up on the 20th February 1847 a Report on the subject, as follows :—

"*Report of the Inam Commissioner Southern Mahratta Country, on the Title by which* 2
Konher Row bin Anajee bin Nursew Deshpandey claims as Hereditary Taxed Inam the three villages Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, in the Padshapoor Talooka, of the Belgaum Collectorate.

"1. The accounts of the Belgaum Collectorate show that the abovenamed three villages were held as taxed inam by Anajee Nursew, from A. D. 1842-43 until his death in A. D. 1843-44, since which period they have been held in like manner by his son, Konher Row, the claimant.

"2. Previous to A. D. 1842-43 all of the three villages in question were khalsat; and on looking at the circumstances under which they fell into the hands of Anajee Nursew, the Inam Commissioner finds that they were made over to him by an order of Govern- 3
ment, conveyed in the Chief Secretary's letter No. 819, dated 19th March 1842.

"3. The following is a sketch of the correspondence which led to this order, or at least of so much of it as is to be found recorded in the office of the Collector of Belgaum. It is, however, possible, that there may be something on the records of the Bombay Secretariat which may help to explain Anajee Nursew's strange success in obtaining the villages under report, without being first obliged to prove his title to those he offered in exchange for them; as, from a letter of Mr. Blane, then Acting Secretary, it appears, that at the time when Government and the Collector of Belgaum were in correspondence respecting Anajee Nursew's proposed exchange, he [Anajee Nursew] himself was 4
engaged in forwarding it by personal negotiations at Bombay.

"4. The records here show that on the 28th October 1841 the Acting Collector of Belgaum addressed a letter [No. 281] to Government, forwarding 'a request from Anajee Punt, Deshpondy of Shapoor, to be permitted to exchange the villages of Jaleekuttee, Jeewapoor, and Rayapoor, situated in the Talook of Pursghur,' for several villages, of supposed equal revenue, in the Padshapoor Talooka.

"5. In reply to this proposal, Government, in the Acting Secretary's letter No. 3538, dated 20th November 1841, expressed a disposition to 'accede to the exchange, in consideration of the respectability of Anajee Punt; provided no sacrifice was 5
occasioned, or any valid objection raised by the inhabitants.'

"6. On the 3rd of December the Acting Collector forwarded, with a letter, No. 8 of 1841, a statement of the villages it was proposed to exchange.

"7. On the 20th of the same month, the Acting Secretary to Government replied in a letter, No. 3853 of 1841, that there was some objection to adopt the proposal of the Acting Collector, Mr. Shaw, who was required to report on the expediency of another arrangement proposed by Anajee Nursew, then at Bombay, by which the latter should be allowed to receive, in exchange for Jaleekuttee, Jeewapoor, and Rayapoor,
6 the villages now under report, viz. Mulapoor, Punjunhuttee, and Yedulgood, subject to a fixed annual payment of Rs. 177-11-9.

"8. This reference was answered by Mr. Reeves, who had succeeded Mr. Shaw as Acting Collector of Belgaum. Mr. Reeves, in his letter No. 20, dated 11th January 1842, reported, that 'as far as mere figures go,' he saw no objection to the exchange; which, however, he disapproved of on other grounds.

"9. In the meanwhile two individuals, named Hussein Khan Desaee and Dewurow Deshpandey, had, on the 3rd of January 1842, addressed to Government a petition, in which they deprecated the exchange proposed by Anajee Nursew, for three reasons: *first*, that enmity existed between that person and one of the petitioners, who was
7 related to him; *secondly*, that Anajee Punt, in wishing to exchange lands which had been unauthorisedly assigned to him by a Jagheerdar, for property to be held directly under Government, only wanted to evade the probability of their subsequent resumption; and *thirdly*, that the inhabitants of the villages it was proposed to assign in exchange to Anajee Punt would suffer by the transaction.

"10. This petition was, on the 13th January 1842, referred by Government for the opinion and report of the Acting Collector of Belgaum, who, in a further endorsement, dated 17th January 1842, merely reiterated his opinion, already submitted in the letter quoted above in the 8th paragraph.

"11. On the 29th January 1842, the Acting Secretary to Government wrote to the
8 Acting Collector of Belgaum a letter, No. 241, in which he overrules the first of the objections of the petition mentioned in paragraph 9, and makes a further reference regarding the third of them, but without in any way noticing the second.

"12. To this letter the Acting Collector replied in a letter, No 125, dated 8th March 1842, that the inhabitants of the Government villages which Anajee Punt wished to obtain had no objection to become his ryots.

"13. Government then, in the Chief Secretary's letter No. 819 of 1842, alluded to in the 2nd paragraph of this report, decided that the arrangement proposed by Anajee Nursew [as described in paragraph 7] should be adopted, and the villages under report were accordingly made over to Anajee Punt, in exchange for Jaleekuttee, Jeewapoor,
9 and Rayapoor, and have since then been continued as inam.

14. It is remarkable, that throughout the correspondence above described, neither Government nor the officers in charge of this Collectorate seem to have considered the title by which Anajee Nursew was holding the villages which he finally succeeded in persuading Government to accept in exchange for those now held by his son. The way in which all consideration of this question has been avoided leads the Inam Commissioner to suppose, that Government intended to assign the villages it exchanged, so as to be held on whatever title the assignee might have to the villages he gave up, leaving the validity or otherwise of that title an open question; and it is this question which
10 the Commissioner will now discuss, describing in the first place the history of the villages given in exchange, as far as it can be learned from forthcoming Government records.

"15. The villages Jaleekuttee, Jeewapoor, and Rayapoor consist of one mouza, or real village, and two muzzras, or hamlets, dependent on it; and in almost all the old district accounts the lands of all three are entered as those of Mouza Jaleekuttee, a village of Purgunna Moorgod, in the Munolee Talooka.

"16. The earliest record forthcoming in the duftur regarding Purgunna Moorgod is the registry of the Treaty entered into between the Paishwa and the Savanoor Nuwaub, in A. D. 1755-56, by which that purgunna was included among the mahals ceded by the Nuwaub to the Poona Government. 11

"17. In A. D. 1758-59 the Paishwa issued a sunnud, [Foot Note (I.)] confirming Soobrow Sindey Munoleekur in part of his 'former surinjam,' which, it is stated, included seventeen villages of Purgunna Moorgod, but without mention being made of what those villages were. After Soobrow's death, in A. D. 1760-61, the same surinjam was conferred on his son Nilkuntrow, by a fresh sunnud, [Foot Note (II.)] in which also is omitted any mention of the names of the seventeen villages in question; so that it does not appear what may have been the condition of Jaleekuttee in either of those years.

"18. In A. D. 1763-64 the Paishwa agreed with Shesho Narayen, an officer of the Kolapoor Government, to allow the Ranee of that State to take the Munolee Talooka, 12 which included Purgunna Moorgod, and certain other possessions in the Carnatic. The only record for this year to be found in the Poona duftur is a cash account, [Foot Note (III.)] in which reference is made to the agreement; but the Commissioner learns from the accounts of subsequent years, and from orders issued by the Paishwa in A. D. 1767-68, 1768-69, and 1801-02, that on this occasion Nilkuntrow Sindey was deprived of the whole of his surinjam, and that the entire Purgunna of Moorgod was included in the agreement with Kolapoor.

"19. In A. D. 1768-69 the Paishwa issued a sunnud, [Foot Note (IV.)] ordering the resumption of the Munolee Talooka from the Kolapoor State, and appointing as a 13 Mamlutdar of his own one Ramchunder Mahadeo. The resumption thus ordered did not, however, take place until A. D. 1770-71, in which year Munolee was taken possession of, and a fresh sunnud [Foot Note (V.)] was issued by the Paishwa, associating with Ramchunder Mahadeo, as joint Mamlutdar of the Talooka, another individual, named Keso Bullall.

"20. This year, A. D. 1770-71, is the first of which there are accounts forthcoming in the duftur, sufficiently in detail to show the condition of the village under report. In the ghurneea and tallebund accounts drawn up for it, Jaleekuttee appears as a khalsat village.

"21. That it was khalsat also in A. D. 1771-72 appears from the azmas, nemnook, 14 behra, and ghurneea, with the tallebund and other accounts of that year.

"22. An azmas was prepared in the Poona duftur for A. D. 1772-73, which also shows that Jaleekuttee was still a khalsat village. [Foot Note (VI.)] In this year the Paishwa, having agreed to let the Kolapoor State again take possession of the Munolee Talooka, on consideration of receiving a nuzzur of twelve lacs of rupees, issued an

(I.) "Sunnud dated 4th Mohurrum, in Soorsun Teesa Khumsaeen Meia and Alif, recorded in the Poona duftur."

(II.) "Sunnud dated 20th of Suwal, in Soorsun Ehude Seetaeen Meia and Alif, recorded in the Paishwa's rozkheerd, or diary."

(III.) "Account of payments made in liquidation of five lacs and two rupees, which sum the Kolapoor State had, on obtaining permission to take possession of Munolee, &c. agreed to pay towards the expenses of the Poona Army."

(IV.) "Sunnud dated 27th Jummad-ool-Awul, in Soorsun Teesa Seetaeen Meia and Alif, recorded in the ghurneea and behra accounts, and registered in the Paishwa's rozkheerd of the above date."

(V.) "Sunnud dated 2nd Suwal, in Soorsun Ehude Subaeen Meia and Alif, registered in the Paishwa's rozkheerd, and recorded in the behras, &c."

(VI.) "This is corroborative of the memorandum mentioned in paragraph 32, in which are enumerated the villages which were alienated in A. D. 1772-73, and in which Jaleekuttee does not appear as an alienated village."

order [Foot Note (VII.)] for making over the district to Apajee Shamraj, the Karbharee of the Raja. This order was not, however, at once carried into effect by the Paishwa's
15 Mamlutdar [Ramchunder Mahadeo], who was himself one of two persons who had become responsible to the Paishwa for the payment of the Kolapoorkur's nuzzur; for the Paishwa had to issue another sunnud [Foot Note (VIII.)] in the following year, A. D. 1773-74, of the same purport as that last quoted, before the district was given up to the Kolapoor State.

"23. In A. D. 1776-77 the Paishwa took [Foot Note (IX.)] the district from the person to whom it had been mortgaged by the Kolapoor Government; but in the following year, A. D. 1777-78, ordered [Foot Note (X.)] Pureshram Bhow, who was holding it in comavis, to restore it to the Kolapoor mortgagee. It will, however, be seen, from the
16 following extract from the Articles of Agreement entered into between the two States in the last mentioned year, [Foot Note (XI.)] that the district could not have been held for any considerable time by the Raja [Foot Note (XII.)]:—

"*Demand of the Paishwa.*

"'The two talooks of Chikoree and Munolee have been given on account of debt to a Sahookar of the Rajmundul [Kolapoor Government]. Let, therefore, a sunnud be given for the entire possession of these two talooks; and let it be to the effect, that
17 when the Sahookar's debt has been liquidated, the two talooks are to be given to the Paishwa, and to be held by him, or that on his [the Paishwa's] paying off the Sahookar's debt, he may take possession of them.'

"*Raja's Reply.*

"'In consequence of Mahadajee Sindey having come and requested that the two talooks of Munolee and Chikoree may be given to you [the Paishwa], the entire talooks have been so given. Agreeably to this a sunnud shall be issued.'

"There are several of the Munolee district accounts forthcoming in the duftur for both these years, A. D. 1766-77 and 1777-78, all of which show that Jaleekuttee was still a khalsat village.

"24. In A. D. 1778-79 Sutwajee Bhosla obtained, for the Raja, possession of the Munolee Talooka. In a letter, [Foot Note (XIII.)] written at the very commencement of
18 the following year, the Paishwa mentions the district as part of the country which had been seized by Hyder Alee; but other records show, that supposing this to have been the case, it was recovered in the course of the same year by Sutwajee Bhosla, and in A. D. 1780-81 taken from him by Pureshram Bhow, who held it for a time for the

(VII.) "Order dated 27th Zilkad, in Soorsun Sulas Subaeen Meia and Alif, recorded in the Paishwa's rozkheerd and behras."

(VIII.) "Sunnud dated 18th Rujjub, in Soorsun Arba Subaeen Meia and Alif, recorded in the Paishwa's rozkheerd, and other dufturs."

(IX.) "By an order dated 29th Suwal, in Soorsun Suba Subaeen Meia and Alif, registered in the Paishwa's rozkheerd, &c."

(X.) "By a sunnud dated 2nd Saban, in Soorsun Suman Subaeen Meia and Alif, recorded in the Paishwa's duftur."

(XI.) "Treaty dated 24th Rubbee-ool-Awul, in Soorsun Suman Subaeen Meia and Alif, recorded in the Paishwa's duftur."

(XII.) "The Honorable Mr. Elphinstone, in a letter addressed by him, on the 3rd of February A. D. 1813, to the Government of India, explains the circumstances under which the treaty here quoted was made. He says:—'In the Arabic year 1178 [A. D. 1777-78] a war broke out, in consequence of the predatory incursions of the Raja's troops into Meritch. In consequence, Mahdajee Sindia was sent against Kolapoor with an army. He took possession of both districts [Chikoree and Munolee], and dictated a Treaty at the gates of Kolapoor, by which Chikoree and Munolee were restored to the Paishwa.'"

(XIII.) "Letter dated 26th Jummad-ool-Awul, in Soorsun Sumaeen Meia and Alif, recorded in the Paishwa's duftur."

Paishwa, and then [as is stated in a ghurneea account prepared in A. D. 1791-92] entered, on the part of the Poona Government, into an agreement with the Raja, for making over the district to Kolapoor.

"25. Sunnuds [Foot Note (XIV.)] were accordingly issued in the same year, A. D. 1780-81, for making over the tannas of Kuryat Sutteegeeree and Purgunna Moorgod, of Talooka Munolee, into the charge of Luchmon Row Sindey Senakhaskeel, an officer 19
of the Kolapoor Government.

"26. In A. D. 1786-87 the Poona Government issued another sunnud, [Foot Note (XV.)] making over the Munolee Talooka to Pureshram Ramchunder, taleebund accounts of whose Mamlutdar for that and the two following years, A. D. 1787-88 and 1788-89, have been found in the Belgaum duftur; and in all of these Jaleekuttee is entered among the khalsat villages of Purgunna Moorgod.

"27. Pureshram Ramchunder held the Munolee Talooka until 1796-97, in which year the Kolapoor Raja invaded the Putwurdhun's possessions, and again took the district in question, which is mentioned by the records as being in the Raja's possession 20
in A. D. 1797-98 and A. D. 1799; [Foot Note (XVI.)] in the September of which last year Pureshram Ramchunder was defeated and killed by the Kolapoor Raja.

"28. In A. D. 1800-01 Colonel Wellesley, in conformity with instructions from the Governor General of India, [Foot Note (XVII.)] having defeated Dhondjee Wagh, took possession of the whole of the Southern Mahratta Country on the part of the Paishwa, and made it over to the charge of Appa Saheb Putwurdhun, the son of Pureshram Ramchunder. In the same year, however, Shidojee Row Naik Nimbalkur, the Nipaneekur, with the aid of Scindia's battalions, wrested the possession of Munolee from Appa Saheb, and held it for himself, without the authority [Foot Note (XVIII.)] of any Government, until A. D. 1803-04. 21

"29. The only account forthcoming in the duftur to show the condition of Jaleekuttee during the period from A. D. 1789-90 until 1803-04, is a memorandum of the state of the villages of Munolee in A. D. 1801-02, noted at head as 'a copy of the yad given in by Suddasew Mankeshwur'; and in this record Jaleekuttee is entered as a khalsat village.

"30. In A. D. 1803-04 the Nipaneekur, being taken into favour by the Paishwa, received from him sunnuds, [Foot Note (XIX.)] making over to him as fouj surinjam, for the expenses of troops to be kept up in the service of the Poona Government, several mahals, including Purgunna Moorgod, with the exception of doomalla villages. A yad of the revenues of Munolee for this year, apparently drawn up in the duftur for the purpose of estimating the value of the Nipaneekur's jagheer, enters the revenue of 22
Moorgod, without specification of its items, at the same amount as it was in A. D. 1771-72, when, it will be seen by a reference to the accounts quoted in the 21st paragraph, that Jaleekuttee was a Government village.

(XIV.) "Sunnuds to Sudasew Krishn Comavisdar and Veerapa Mullingowda Desaee, dated 25th Zilhej, in Soorsun Ehude Sumaneen Meia and Alif, registered in the Swarree rozkheerd of Hurreehur Row Pandoorung, in the Poona duftur."

(XV.) "Sunnud dated 6th Suwal, in Soorsun Suba Sumaneen Meia and Alif, registered in the Swarree rozkheerd of Gunesh Wiswanath, in the Poona duftur."

(XVI.) "According to Mr. Elphinstone's letter of A. D. 1813, Pureshram Bhow recovered the district of Munolee from Kolapoor shortly before he was defeated and killed [September A. D. 1799], when the talooka was again seized by the Raja of Kolapoor."

(XVII.) "These instructions are mentioned in a letter from the Marquis Wellesley to Lord Clive, dated 23rd August A. D. 1800."

(XVIII.) "Two sunnuds were issued by the Paishwa's Government during this period, ordering the transfer of portions of the districts held by the Nipaneekur, which were disregarded by the latter."

(XIX.) "Sunnuds dated 29th Zilkad, in Soorsun Arba Meiatain and Alif, recorded in the Paishwa's rozkheerd, &c."

"31. Purgunna Moorgod remained in the hands of the Nipaneekur from A. D. 1803-04 until A. D. 1817-18. [Foot Note (XX.)] During this period the Paishwa's sovereignty in it, as well as in the whole of the Chikoree and Munolee Talookas, was
23 disputed by the Kolapoor Raja, whose claim was the cause of a war between him and the Paishwa. But there is nothing to show that the Munolee district was ever seized by the former. [Foot Note (XXI.)] And in A. D. 1812-13, the Raja finally relinquished his claim to it, under articles of agreement entered into with the Honorable Company, [Foot Note (XXII.)] by which he renounced all right to the Munolee and Chikoree Talookas, and agreed that they were 'henceforward to belong in absolute sovereignty' to
24 the Paishwa. After this the Nipaneekur was still allowed to remain in possession of the Munolee Talooka, according to the sunnuds already given to him by the Paishwa, as above mentioned, and it continued with him until he was deprived of it by Sir Thomas Munro, in A. D. 1817-18. [Foot Note (XXIII.)]

"32. After the agreement of A. D. 1812-13, mentioned in the last paragraph, had been entered into between the British Government and Raja of Kolapoor, Mr. Elphinstone, in obedience to instructions from the Governor General, arbitrated upon a dispute which had arisen between the Poona and Kolapoor Governments, as to what territories were and were not comprised in the two districts to which the Raja had renounc-
25 ed his claim. The Inam Commissioner has found in the Poona duftur an unattested copy of the award, which contains a list of the villages in the two talookas, and in this Jaleekuttee is still entered as one of the khalsat villages of Moorgod. There are, also, on record two other memoranda of different matters referred in the same year, A. D. 1812-13, to the arbitrator, by the Kolapoor State. In one of these memoranda are enumerated the villages which were alienated in A. D. 1772-73, [Foot Note (XXIV.)] when the Poona Government agreed to allow the Raja to take possession of the district, and in the other are mentioned those villages which had been subsequently alienated by
26 him and by the Paishwa: Jaleekuttee is not entered as an alienated village in either of these memoranda. There are, moreover, two general lists prepared for this year, of the villages which were comprised in the district, in both of which Jaleekuttee is shown to be a Government village.

"33. It has been mentioned in the 31st paragraph, that the Paishwa allowed the Nipaneekur to remain in possession of the Munolee district after the Kolapoor Raja had, under date 1st October A. D. 1812, acknowledged that it belonged 'in absolute sovereignty' to the Poona Government. The Inam Commissioner has found in the Poona records three lists, prepared for the next year, A. D. 1813-14, of the Inamee and Government villages in the Munolee Talooka, one of which lists was, it is noted on the

(XX.) "But in A. D. 1816-17, the Paishwa resumed one-third of the Nipaneekur's jagheer, the other two-thirds being continued. The Purgunna of Moorgod, as a mahal, remained part of the surinjam, though some of its villages were resumed. Mouza Jaleekuttee was one of the villages continued to the Nipaneekur, as mentioned below in the 34th paragraph."

(XXI.) "From the 3rd Article of Agreement of 1st October A. D. 1812 it would appear, that the war had commenced by September A. D. 1808. Mr. Elphinstone writes in the 29th paragraph of his letter of February A. D. 1813, already quoted in note (XII.) on paragraph 23, that 'in the beginning of 1811 the Raja raised an army and attacked the Nipaneekur. He was defeated after a short interval, and was obliged to grant some lands to the Nipaneekur on his own account. After which there was peace again till last February [A. D. 1812]. Government is already acquainted with the events of this war, in which the Raja lost almost all the plain parts of his country, and was on the point of being driven from Kolapoor, when the Right Honorable the Governor General resolved to interfere, and offer the mediation of the British Government.' In paragraph 10 of the same letter, also, Mr. Elphinstone states, that 'at the time the Raja attacked the country [*i. e.* these two districts], the Paishwa had been for four or five years in quiet possession.' "

(XXII.) "Treaty dated 1st October A. D. 1812."

(XXIII.) "It has been stated in note (XX.) on this paragraph, that some of the villages of the Munolee Talooka were among those occupied by the Paishwa in A. D. 1816-17, when he resumed from the Nipaneekur one-third of his surinjam; but this resumption did not affect Jaleekuttee."

(XXIV.) "The state of Jaleekuttee in A. D. 1772-73 has been explained in the 22nd paragraph."

face of it, 'written and given in by Appajee Luchmon and Lingo Punt, [Karbharees] in 27
the service of the Nipaneekur'; and all these lists show that Jaleekuttee was a khalsat village.

"34. The only other account found in the duftur, from which the condition of Jaleekuttee, during the Nipaneekur's tenure of Munolee, can be learned, is a yad of valuation of that Chief's jagheers as they existed in A. D. 1816-17, drawn up in the Poona duftur, for the purpose of facilitating a measure which was in contemplation by the Sirkar, viz. the resumption of a third share of the Nipaneekur's surinjam. In this valuation, also, Jaleekuttee is entered as a khalsat village of the surinjam, affording a revenue of Rs. 1,236-15-0.

"35. This last quoted record brings down the history of Jaleekuttee to the last year 28
of the late Paishwa's administration, until which period, if the Government records are to be depended on, there can be no doubt of its being a khalsat village.

"36. In A. D. 1817-18 Sir Thomas Munro proceeded to the Southern Mahratta Country, to take possession of the territories ceded to the Honorable Company by the Treaty of 13th June A. D. 1817; and, on the breaking out of hostilities with the Paishwa, effected the subjugation of the whole province; [Foot Note (xxv.)] Munolee and Chikoree being given up to him, by the Nipaneekur, on the 31st May and 1st June A. D. 1818.

"37. On the 24th of June A. D. 1818, Sir T. Munro issued an order to the Mam- 29
lutdar of Munolee, desiring him to make that talooka over to the Raja of Kolapoor; and, on the 28th August following, reported this arrangement to the Honorable Mr. Elphinstone, by whom it was fully approved; being also declared valid by the 4th Article of the Treaty between the Honorable Commany and Raja of Kolapoor, concluded on the 24th January A. D. 1826.

"38. The Munolee and Chikoree Talookas remained in possession of the Kolapoor Government until A. D. 1827, when they were, in consequence of the Raja's bad conduct, taken possession of by the Honorable Company, and it was agreed by Treaty, [Foot Note (xxvi.)] that it was 'necessary that His Highness should give back to the British 30
Government the said talooks *in the same state* in which he received them, and His Highness agreed to do so.'

"39. When the Munolee Talooka was taken possession of by the Company's Government in A. D. 1827, the Shunkeshwur Swamee was in possession of Jaleekuttee. It appears that he was aware that the terms of the Treaty quoted in the last paragraph would nullify his title, had he referred it to a grant made by the Kolapoor Raja, during his tenure of Munolee, &c. between A. D. 1817-18 and 1827-28; for the records of the Commissioner in the Deccan and Principal Collector of the Southern Mahratta Country show, that in a statement given in by the Swamee about the time when the resumption 31
of Munolee, &c. from Kolapoor was made, he asserted that Jaleekuttee, Jeewapoor, and Rayapoor, had been granted to him by the Soobrow Sindey mentioned in paragraph 17; and even produced a sunnud for the villages, [beyond all doubt a forgery,] purporting to have been given him by that person in the year A. D. 1749-50. [Foot Note (xxvii.)]

(xxv.) "Sir T. Munro's operations are described in his official correspondence, quoted in his Memoirs by Gleig."

(xxvi.) "The Treaty here quoted is that ratified by the Governor General in Council on the 1st August A. D. 1829. The Raja had already been deprived of possession of the districts by the Preliminary Treaty of the 24th October A. D. 1827."

(xxvii.) "It is the discovery of this previous statement, made in A. D. 1826-27 by the Shunkeshwur Swamee, which has induced the Inam Commissioner to record the evidence afforded by the Government records from the earliest period from which they elucidate the history of Jaleekuttee. Had no such statement been made, it might have been unnecessary to refer to its condition earlier than A. D. 1796-97, in which year the Shunkeshwur Swamee's Karbharee and his assignee now assert the village was first made inam, as will be seen from Answers VI. and VIII. in the claimant's examination recorded below in paragraph 45, and Answer I. in that of Sewrambhut Latkur, recorded in paragraph 47."

"40. The Poona records already quoted in this report show, that in every year for which there are accounts forthcoming, to test the history of Jaleekuttee and its muzzras, they were, even till the last year of the Paishwa's Government, undoubtedly khalsat.
32 The Inam Commissioner will now proceed to record the evidence, documentary and parol, coming from other quarters; and first that afforded by the Coolkurnees of the villages in question.

"41. The following is the substance of a deposition made at Dharwar before the Inam Commission, on the 10th October 1846, by Sumbhajee Sewajee, Coolkurnee of Mouza Jaleekuttee, Jewapoor, Rayapoor, &c., aged 52 years:—

"*Question I.*—Are you the proprietor of the ancient wuttun of Coolkurnee of Jaleekuttee, or not?

"*Answer I.*—I am.

"*Question II.*—For how long a period can you yourself remember the state and circumstances of Jaleekuttee?

33 "*Answer II.*—For thirty-two years.

"*Question III.*—In the year 1842 Government took your village Jaleekuttee, with its Muzzras Jeewapoor and Rayapoor, from Anajee Nursew Deshpandey, and gave him in exchange three villages in the Padshapoor Purgunna, making your village khalsat. For how long previous to that event had Anajee Nursew been in possession of it?

"*Answer III.*—Anajee Nursew had been in possession of Jaleekuttee, &c. for two years before it was taken by Government.

"*Question IV.*—How did he obtain possession of the village?

34 "*Answer IV.*—I have heard that Shunkurbharthee, Swamee of Shunkeshwur, had borrowed money from Anajee Nursew, and that it was in payment of this that he assigned the village to him. I am not, however, sure of this.

"*Question V.*—How long had Shunkurbharthee Swamee held the village before he assigned it to Anajee Nursew?

"*Answer V.*—The Swamee had held it from Fuslee 1229 [A. D. 1819-20].

"*Question VI.*—Have you in your possession any documents to show how your village got into the hands of Shunkurbharthee Swamee?

35 "*Answer VI.*—I produce the following three documents, to show how the village got into Shunkurbharthee Swamee's possession:—

"*First.*—The copy [Foot Note (XXVIII.)] of an order issued by the Raja of Kolapoor on the 6th Rujjub, in Soorsun Teesa Ashur Meiatain and Alif [A. D. 1818-19], directing Venkutrow Nuluwuree Havaldar, and Dinkur Apajee, at the Soobha
36 of Munolee, to make over to the Swamee the village, which had not been delivered to him according to a sunnud formerly issued. The original order, of which this is a copy, remained in the hands of Venkutrow and Dinkur Apajee.

"*Second.*—The copy [Foot Note (XXIX.)] of an order issued from the Soobha of

(XXVIII.) "The first document produced by this witness with Answer VI. has been proved authentic by a reference, made through the Political Superintendent at Kolapoor, to the records there. Its purport is as follows:—

"'To Venkutrow Nuluwuree Havaldar, and Dinkur Apajee, Soobha of Munolee, the following order is issued:—Although it was formerly agreed that Mouza Jaleekuttee, in Purgunna Moorgod, should be given to the Swamee of the Mutt in Suwusthan Kurveer, and although a sunnud was issued, it has been brought to my notice that the village has not as yet been made over into the possession of the Swamee. Wherefore this Adnyaputtr [order] is issued, that you may make over the village to any one who may come to receive it on the part of the Swamee, and send his receipt to the Hoozoor. The Swamee is about to visit Jaleekuttee; make every endeavour to give over the village, and send the receipt for it to the Hoozoor before his arrival. Observe this. 6th of Rujjub, in Soorsun Teesa Ashur Meiatain and Alif [A. D. 1818-19]. What more can be written?'"

(XXIX.) "This second copy is not authenticated; and the Inam Commissioner has no means of testing

Munolee on the 4th of Saban, in Soorsun Teesa Ashur Meiatain and Alif [A. D. 1818-19], directing the Mokuddums of Mouza Jaleekuttee and Muzzra Jeewapoor to make over the said village to Krishnrow Mahadow Gurde, on the part of the Swamee. The original, of which this is a copy, is with the Swamee. 37

"*Third.*—An original letter [Foot Note (xxx.)] addressed by Apajee Dinkur, Soobhedar of Munolee, on the 22nd of Saban, in Soorsun Ashureen Meiatain and Alif [A. D. 1819-20], to my elder brother, Shunkrajee Seewajee, advising him of the receipt of the Swamee's acknowledgment of having received charge of Jaleekuttee and Jeewapoor, which acknowledgment had been transmitted by my brother. 38

"In all three documents.

"*Question VII.*—Was Jaleekuttee, with its muzzras, khalsat, or what was its condition, in A. D. 1818, when Sir Thomas Munro, having taken possession of the country, gave Moorgod and other mahals to the Raja of Kolapoor?

"*Answer VII.*—It was khalsat.

"*Question VIII.*—Have you any documents to show that the village was khalsat, when Moorgod was given to the Kolapoor Raja?

"*Answer VIII.*—I produce the following documents [Foot Note (xxxi.)] of Soorsun Teesa Ashur [A. D. 1818-19]:— 39

"*First.*—An Adnyaputtr from the Munolee Soobha, of the purport of a Kowl Nama.

"*Second.*—A Jumeen Jhara.

"*Third.*—A Jumma Khurch.

"*Fourth.*—A Wusool Bakee.

"In all four documents, which will show that the village was then khalsat.

"*Question IX.*—Before Sir Thomas Munro took the country, Moorgod and other mahals were in the possession of the Nipaneekur; was Jaleekuttee then khalsat?

"*Answer IX.*—Jaleekuttee was a khalsat village in the Nipaneekur's time. 40

"*Question X.*—Produce any accounts, &c. you may have, to show that Jaleekuttee was a khalsat village in the Nipaneekur's time.

"*Answer X.*—I produce the following documents [Foot Note (xxxii.)] as proof that the village was khalsat in the Nipaneekur's time:—

"*First.*—A Jumeen Jhara in two sheets, of Fuslee 1220 [A. D. 1810-11].

it. This is, however, immaterial, as it merely purports to be the copy of an order for carrying into effect that translated in the last note, the authenticity of which has been fully proved. It is as follows:—

"'An order from the Soobha of Munolee to the Mokuddums of Mouza Jaleekuttee and Muzzra Jeewapoor:—Your village was formerly given as inam to the Swamee of the Mutt of Suwusthan Kurveer. An order has now been received from the Hoozoor to make over to the Suwusthan what belongs to it. Wherefore you are to yield possession of the said [village] with its muzzras to Krishn Row Madhow Gurde Nisbut, the Suwusthan, and send his receipt here to the Soobha. Observe this. 4th of Saban, in Soorsun Teesa Ashur Meiatain and Alif [A. D. 1818-19].'"

(xxx.) "The purport of this letter is as follows:—

"'In the service of Shunkrajee Seewajee, of Turuf Mudloor, from Dinkur Apajee. After greeting. I have received the receipt you have sent to me, which was given to you by Krishn Row Madhow Gurde Nisbut, the Suwusthan of the Swamee of the Mutt of Kolapoor, on his taking possession of Mouza Jaleekuttee with Muzzra Jeewapoor. 22nd Saban, Soorsun Ashureen Meiatain and Alif [A. D. 1819-20].'"

(xxxi.) "The four documents produced by this witness with Answer VIII. have the appearance of being genuine, and, if so, go to prove the truth of the assertion that Jaleekuttee, Jeewapoor, and Rayapoor were khalsat, as late as A. D. 1818-19. The first of these documents, in particular, which bears the seal of the Munolee Soobha, contains directions for the management of the villages as khalsat under the Soobha, promising favourable terms to the ryots in the next year, and showing that at this time the Swamee had not obtained any interest in them."

(xxxii.) "The ten documents produced by this witness with Answer X. appear genuine, and corroborate his assertion that Jaleekuttee, Jeewapoor, and Rajapoor were managed as khalsat villages in so much of the Nipaneekur's time as they refer to, viz. from A. D. 1810-11 until 1815-16."

41 "*Second.*—Jumma Khurch accounts in nine sheets, of Fuslee 1220 [A. D. 1810-11].
"*Third.*—A Jumeen Jhara in two sheets, of Fuslee 1221 [A. D. 1811-12].
"*Fourth.*—Jumma Khurch accounts, in ten sheets, of ditto.
"*Fifth.*—A Wusool Bakee statement, in three sheets, of ditto.
"*Sixth.*—Jumma Khurch accounts, in eight sheets, of Fuslee 1222 [A. D. 1812-13].
"*Seventh.*—A Wusool Bakee statement, in three sheets, of ditto.
"*Eighth.*—A Jumeen Jhara in two sheets, of Fuslee 1225 [A. D. 1815-16].
"*Ninth.*—Jumma Khurch accounts, in ten sheets, of ditto.
"*Tenth.*—A Wusool Bakee statement, in three sheets, of ditto.

42 "In all ten documents; besides which I have no accounts of the time of the Nipaneekur.

"*Question XI.*—Was Jaleekuttee a khalsat or an inam village at the time when Pureshram Punt Bhow Putwurdhun held Moorgod, [Foot Note (xxxiii.)] &c. ?

"*Answer XI.*—I do not myself recollect the time of Pureshram Punt Bhow; but my father used to say that in Pureshram Bhow's time Jaleekuttee was a khalsat village. My information is from this.

"*Question XII.*—Have you any accounts, &c. of Jaleekuttee in the time of Pureshram Punt Bhow?

"*Answer XII.*—I have no accounts of the village, excepting those which I have already produced.

43 "*Question XIII.*—The answers you have given to the questions to-day asked of you are read over to you: are they correct, or is there anything to be altered in them?

"*Answer XIII.*—They are all correct: no alteration is required.

"Signed by SUMBHAJEE SEEWAJEE, Coolkurnee.

"Authenticated by the Inam Commission, 10th October 1846."

"42. The following is the substance of a deposition made at Belgaum before the Inam Commission, on the 2nd of January 1847, by the last witness's elder brother, Nurso Seewajee, Coolkurnee of Mouza Jaleekuttee, Jeewapoor, Rayapoor, &c., aged 65 years:—

44 "*Question I.*—Some time ago Sumbhajee Seewajee, Coolkurnee of Jaleekuttee, &c. made a deposition before this Commission; are you related to him?

"*Answer I.*—He is my full brother.

"*Question II.*—You wrote a petition on the 12th December 1846, in which you have stated that Jaleekuttee, Jeewapoor, &c. were not from the first continued to the Shunkeshwur Swamee; and that you have receipts of the Mamlutdars, showing that at the time when the Talookas of Munolee, &c. were given by the Company's Government to
45 the Kolapoor Raja, your village was khalsat; you are required to produce the receipts in question.

"*Answer II.*—I now produce 26 documents, [Foot Note (xxxiv.)] numbered from 1 to 26, by the hand of my brother.

"*Question III.*—In some of these papers the names of Shunkur Row and Shunkur Row Dajee occur: who are these persons?

"*Answer III.*—My younger brother Shunkur Row, who is since dead, was at that time performing the duties of Coolkurnee: the papers in question bear his address.

(xxxiii.) "The period alluded to in Question XI. is that to which reference is made above in the 26th, and part of the 27th, paragraphs."

(xxxiv.) "The 26 documents produced by this witness with Answer II. consist of receipts dated throughout A. D. 1818-19 and 1819-20, purporting to be issued from the Soobha of Munolee by the Soobhedar and his brother to the Coolkurnees of Jaleekuttee, Jeewapoor, &c. for instalments of the revenue of those villages for A. D. 1818-19. They appear genuine, and, if so, afford satisfactory proof that in the last mentioned year Jaleekuttee, &c. were still managed as khalsat villages."

"*Question IV.*—Some of the papers are written by Bhoojung Ramajee, and others by Shreeneewas Ramajee: who are these persons? 46

"*Answer IV.*—Bhoojung Ramajee was a person who at that period held the comavis of Jaleekuttee, and the villages of Turuf Mudloor, under the Kolapoor Comavisdar, Dinkur Punt Kaka. Some of the papers are written by him, and others by his younger brother, Shreeneewas Ramajee. Both these persons are now dead.

"*Question V.*—When did the Swamee get possession of Jaleekuttee, with Jeewapoor and Rayapoor; and what was their condition before they fell into his hands? State all you know of your own knowledge on these points. 47

"*Answer V.*—My own memory goes back for upwards of fifty years. As long ago as I can recollect, the mamlut [of the talooka] was held [Foot Note (xxxv.)] by Sudasew Krishn, under Pureshram Bhow Putwurdhun; and this Sudasew Krishn had under him a person named Balajee Krishn, who had the management of the mahal for five years, until, in the month of Kartik, in Soorsun Suba Teesaeen [A. D. 1796-97], the district was 48 taken possession of by the Kolapoor Raja, and for three years the mamlut of the mahal was held by the Raja's officers, Abajee Ram and Khunderow Bhosley; their manager in it being Dinkur Apajee. At the expiration of these three years, Chundrapa, the Desaee of Tulloor, got up an insurrection, and held the mahal for two years. Then, in the year Ehude Meiatain [A. D. 1800-01], the Nipaneekur's rule commenced, and continued until Soorsun Suman Ashur [A. D. 1817-18]. The mamlut of the mahal was held under the Nipaneekur by two persons, Nurhur Balajee and Mulhar Balajee. After this, in Fuslee 1227 [A. D. 1817-18], Munro Saheb came, and, having taken away Munolee, &c. from the Nipaneekur, gave it to the Kolapoor Raja, who held it for ten years, till Fuslee 1237 49 [A. D. 1827-28], when the Company took possession of it. During the whole of the above periods, until Munro Saheb took Munolee from the Nipaneekur, and gave it to the Raja, Jaleekuttee was managed as a khalsat village. After Munro Saheb gave the district up to the Raja, the village was continued in like manner as khalsat for one year. But from the second year, it was held by the Shunkeshwur Swamee until about six years ago, when he gave it to Anajee Nursew Deshpandey, who, about four years ago, made it over as khalsat to Government, in exchange for other villages, and since then it has remained khalsat. 50

"Signed by NURSEW SEEWAJEE, Coolkurnee.

"Authenticated by the Inam Commission, 2nd January 1847."

"43. In addition to the parol and documentary evidence afforded by the above Coolkurnees, the Inam Commissioner has received from the Political Agent Southern Mahratta Country some acconnts, obtained by him, with many others, from a Sahookar named Nana Keerloskur, who held various small mamluts under the Paishwa, and these accounts [Foot Note (xxxvi.)] show that in A. D. 1818-19 Jaleekuttee was managed as a khalsat village by the Comavisdar of Moorgod, under the Kolapoor Raja. This 51

(xxxv.) "This was at the period to which the 26th, and part of the 27th paragraph refer. The Government accounts quoted in the former of them fully corroborate the assertion made by the witness, that under Pureshram Bhow's management, Jaleekuttee was a khalsat village. The Inam Commissioner's reason for wishing to trace its history at a period before the date *now* asserted to have been that of the original grant is explained in note (xxvii.) on the 39th paragraph. The whole of Answer V. will be seen to be corroborated by the Poona records, the accounts produced by the Coolkurnees themselves, and [as far as they go] by those described below in the 43rd paragraph; as well as by the correspondence relating to Anajee Nursew's exchange of Jaleekuttee, &c., described in the opening paragraphs of this Report."

(xxxvi.) "The accounts in question are those of the Jummabundee of Jaleekuttee, &c., in Soorsun Teesa Ashur Meiatain and Alif [A. D. 1818-19]; a list of the lands then held as charitable inams in the same village, and the accounts of collections made by the Comavisdar of Purgunna Moorgod, and expended or paid to the Sirkar between the 25th of Saban and 30th of Mohurrum, in the same year in which Jaleekuttee is entered as a khalsat village, and the collections of revenue made from it credited to the Sirkar."

evidence, thus accidentally procured, greatly corroborates that quoted in paragraphs 41 and 42, as furnished by the Coolkurnees of the village.

" 44. The only other statements to be recorded in this case are those of the claimant Konher Row himself, and of the Karbharee or agent of the Swamee, from whom Konher Row derives all the title he can urge to any interest in Jaleekuttee.

" 45. The following is the substance of the examination of Konher Row bin Anajee Punt bin Nursingrow, Deshpandey of Kuryat Ankule, made at Belgaum, before the Inam Commission, on the 27th October 1846 :—

" *Question I.*—State your name, and those of your father and grandfather; mention also your age.

52 " *Answer I.*—My name is Konher Row; my father's name was Anajee Punt, and my grandfather's Nursing Row. I am thirty-nine years old.

" *Question II.*—State the places of your birth, your original wuttun, and your present residence.

" *Answer II.*—I was born in Mouza Hembul, in the Chikoree Talooka; the place of my original wuttun is Kuryat Ankule, in Talooka Padshapoor; and I reside at the inam village of Ashte, in the Shahapoor Talooka.

" *Question III.*—You hold the villages Mulapoor, Punjunhuttee, and Yedulgood, in
53 Talooka Padshapoor: on what tenure do you possess them—as surv inam, jagheer, jooree inam, or how; and are they to be continued hereditarily or not?

" *Answer III.*—I hold the said three villages as hereditary jooree inam.

" *Question IV.*—How and when did you get possession of these villages: did you inherit them on your father's death, or how?

" *Answer IV.*—I inherited all three villages on my father's death.

" *Question V.*—Your father got these villages, Mulapoor, Punjunhuttee, and Yedulgood, in Talooka Padshapoor, in exchange for Mouza Jaleekuttee, with Jeewapoor, &c.
54 in Talooka Purusgur. The Commission is in possession of abundance of documentary evidence, showing that Government assented to this exchange. [Foot Note (xxxvii.)] But it does not appear from this that Government was aware of how the villages in Purusgur came into your father's possession. If, therefore, amongst the Government orders and other documents which you may possess, relative to the exchange, there be any document to show, that when Government assented to the transaction, it did so with a clear knowledge of the manner in which your father obtained the villages in Purusgur, produce such document.

" *Answer V.*—The villages Jaleekuttee, and its muzzras Jeewapoor and Rayapoor,
55 were sold as inam to my father, by the Swamee of the Mutt of Suwusthan Kurveer. When this inam was taken by Government in exchange for Mulapoor, &c. Mr. Reeves, the Collector and Political Agent Southern Mahratta Country, addressed to my father an inam puttr dated 21st March A. D. 1842, which I now present. From this it appears that Government was aware that Jaleekuttee, &c. came into my father's possession from the Swamee. [Foot Note (xxxviii.)]

(xxxvii.) " Allusion is here made to the correspondence described from paragraph 4 to paragraph 13 of this Report."

(xxxviii.) " The following is the purport of Mr. Reeves' ' inam puttr,' here appealed to by the claimant :—

" ' To Anajee Punt Ana, Deshpandey of Turuf Ankulgee, in Talooka Padshapoor, from Henry Wilson Reeves, Esquire, Acting Collector and Political Agent in Zilla Belgaum. After compliments. You have made a petition to Government, that the Sirkar would be pleased to take possession of the three villages given to you by the Shree Swamee, viz. Mouza Jaleekuttee, Muzzra Jeewapoor, and Rayapoor, and would give you in exchange for them the three villages Mouza Mulapoor, Muzzra Yedulgood, and Punjunhuttee, in the Padshapoor Talooka. Government has been kindly pleased to accede to your request, and, having made an examination of the totals [of revenue], has issued an order No. 819, dated

"*Question VI.*—In what year, by whom, and to him, were Mouza Jaleekuttee, &c. first granted as inam from the Government khalsa ? 56 57

"*Answer VI.*—The three villages of Jaleekuttee, &c. were first granted as inam in the Raj Abishek Shuk 123, Null Sunwutsur [A. D. 1796-97], about fifty years ago, to the Swamee Juggut, Gooroo of the Suwusthan at Kolapoor, by Seewajee Maharaj Chutterputtee, who then held the Munolee Talooka.

"*Question VII.*—Was the village granted to its first holder, the said Swamee, for any particular service or not: if so, for what service was it granted ?

"*Answer VII.*—I cannot say for what service the three villages were obtained by the Swamee: this may be known to Seewurambhut Latkur, the Karbharee of the Mutt. 58 [Foot Note (XXXIX.)] On looking at the sunnud given by the Maharaja for the grant of the inam to the Swamee, it appears that the villages were not given to the latter for any service.

"*Question VIII.*—Produce any sunnuds or other documents you may have of the period when the inam was first granted to the Swamee.

"*Answer VIII.*—I produce the following sunnuds, issued by the Maharaja, for the grant of the villages to the Swamee:—

"*First.* [Foot Note (XL.)]—One dated 13th Poush Wudh, in Null Sunwutsur Raj 59

19th March 1842, to effect the exchange offered by you. In consequence of the receipt of this order, I now write to you as follows:—

"'1. It is necessary that you give up to the Mamlutdar of Talooka Purusgur, possession of your three inam villages Jaleekuttee, Jewapoor, and Rayapoor.

"'2. A separate yad has been written to Mr. Mansfield, the Acting 2nd Assistant Collector, desiring him to give you as inam, in exchange for the said villages, and to make over into your possession, the villages Mouza Mulapoor, Muzzra Yedulgood, and Punjunhuttee. You will accordingly receive possession of them.

"'3. [This paragraph relates solely to an adjustment of payment on account of the difference of value in the villages exchanged.]

"'4. The villages you are now to receive were already given in farm from Fuslee 1248 until 1257 [A. D. 1838-39 until 1847-48]. Of them you hold two, and one, viz. Mulapoor, is in farm with Seenapa Naik, Sahookar of Dharwar. This last village you are to continue to him, as agreed by Government, until the expiration of the lease.

"'5. You are to pay up with all speed the balance due to Government for the present year on account of the said village, [Mulapoor,] and you are to collect what revenue may be due to you on account of the current year in the villages you yourself have been holding. A yad has been written to the Assistant Collector to examine and report on the outstanding balances, should any such be due from the villages.

"'6. The villages now given to you are subject to the regulations of Government, according to which their management, both civil and criminal, is to continue.

"' What more can I write? Dated 31st March A. D. 1842, Fuslee 1251, Shuk 1763, Plava Sunwutsur, the 5th of Falgoon Wudh, Thursday, at Belgaum.

(Signed) "'HUNMUNT ROW, Native Agent.' (Signed) "'HENRY W. REEVES, A. P. Agent.'

"The part of this document which the claimant wishes to be taken as proof that Government was aware that Jaleekuttee, &c. had come into his father's possession from the Swamee, is the expression in the introductory paragraph—'*the villages given to you by the Shree Swamee.*' But it is to be observed that this expression is not in reality used as coming from Government, but from the claimant's father, and is merely recited as part of his petition. To regard this phrase in Mr. Reeves' letter to Anajee Punt as proof that Government recognised the transaction by which the latter became possessed of Jaleekuttee, &c. would be as unreasonable as to look on it [in its use of the phrase *Shree*] as an official recognition of the divinity of the Shunkeshwur Swamee. Moreover, it will be seen, by a reference to the correspondence quoted from paragraph 4 to paragraph 13 of this Report, that when Anajee Punt's request was laid before Government, nothing was written by which Government could have discovered how the villages which he wished to exchange had come into his possession."

(XXXIX.) "Seewurambhut's answer on this subject is II. in his examination recorded below in the 47th paragraph."

(XL.) "The purport of the first document produced by claimant with Answer VIII. is as follows:—

"'Raj Abishek Shuk 123, Null Sunwutsur [A. D. 1796-97], the 13th of Poush Wudh. The Raja Sew Chutterputtee orders Kunderow Bhosley and Abajee Ram, at Tanna Munolee, as follows:—That

Abishek Shuk 123 [A. D. 1796-97], addressed to Khunderow Bhosley and Abajee Ram, at the Tanna of Munolee.

" *Second.* [Foot Note (XLI.)]—One of the same date, addressed to the Mokuddums of Mouza Jaleekuttee.

" Both of these sunnuds were given to us by the Swamee as title for our enjoyment.

60 " *Question IX.*—After the village was thus granted to the Swamee, did Government continue to recognise his enjoyment, and did that enjoyment continue without interruption from the date of the grant until the close of the Paishwa's Government in Fuslee 1227 [A. D. 1817-18] ? Should any interruption have occurred during that period, when, on what grounds, and by whom was it occasioned ; and when and by whom was it removed ?

" *Answer IX.*—I know nothing of this subject. Seewurambhut Latkur, who is at Shunkeshwur, will be able to tell. [Foot Note (XLII.)]

61 " *Question X.*—Produce any takeeds, &c. you may have, to show that during the said period, that is from the grant of the village until Fuslee 1227 [A. D. 1817-18], the village was uninterruptedly enjoyed, or to show how any interruption which may have occurred was removed.

" *Answer X.*—I cannot answer this question : Seewurambhut Latkur will be able [Foot Note (XLIII.)] to do so.

" *Question XI.*—On the last day of the Paishwa's rule, in Fuslee 1227 [A. D. 1817-18], who had possession of the village, and what relation was he of the original Inamdar ?

62 " *Answer XI.*—I do not know : the Karbharee of the Mutt, Seewurambhut, will be able [Foot Note (XLIV.)] to answer this.

" *Question XII.*—Sir Thomas Munro, on the part of the Company's Government, having taken the country in Fuslee 1227 [A. D. 1817-18], from the Paishwa, made over Moorgod and other mahals to the Kolapoor Raja. When the Raja thus got Moorgod into his hands, did the same person continue to keep possession of Jaleekuttee, &c., and did the Raja assent to his doing so ?

" *Answer XII.*—I do not know : Seewurambhut the Karbharee will be able to answer [Foot Note (XLV.)] this question.

63 " *Question XIII.*—Produce any documentary evidence you may have to show the condition of the village after Fuslee 1227 [A. D. 1817-18], for so long as Moorgod remained under the Kolapoor Government.

the Maharaj and his kingdom may be blessed by the gift of an inam village for the use of the Suwusthan of the Swamee of the Mutt of Suwusthan Kurveer, I have granted to him the village Jaleekuttee, in Kuryat Moorgod, with its two Warrees Jeewapoor and Rayapoor, in perfect free-hold, free of present and future tax, with all perquisites, and with its stones, trees, &c., excepting only the huks of Hukdars. Wherefore you are to continue to the Swamee and to his successors in perpetuity the said village, with both its warrees, according to its ancient boundaries. You are not to require a fresh sunnud every year, but keep a copy of this, and give the original to the Swamee, as a title for his enjoyment. Observe this. What more need be written ?'

" The Inam Commissioner has referred to the Political Superintendent at Kolapoor to know if this order is registered in the Raja's duftur, but has received a reply, stating that the records of the time when it purports to have been written are not forthcoming, so that its authenticity cannot be tested by them."

(XLI.) " This document, addressed to the village officers of Jaleekuttee, &c. is entirely of the same purport as that addressed to Khunderow Bhosley and Abajee Ram, translated in note (XL.) on this paragraph. Its authenticity, also, is of the same degree."

(XLII.) " Seewurambhut's answer on this subject is contained in reply III. of his examination, recorded below in the 47th paragraph."

(XLIII.) " Seewurambhut's answer to this question is recorded as IV. of his examination, in paragraph 47."

(XLIV.) " Seewurambhut's answer on this point is V. of his examination, recorded below."

(XLV.) " Seewurambhut's reply on this point is contained in Answer VI. of his examination, recorded below in paragraph 47."

"*Answer XIII.*—I have not got any documents relating to this: Seewurambhut may know of some. [Foot Note (XLVI.)]

"*Question XIV.*—In Fuslee 1237 [A. D. 1827-28] the Company's Government deprived the Kolapoor Raja of Moorgod, &c.: who was in possession of Jaleekuttee at that period?

"*Answer XIV.*—I do not know: Seewurambhut Latkur must be aware of this. [Foot Note (XLVII.)]

"*Question XV.*—For how long after the Company's Government took Moorgod, 64
&c. from the Raja, did the person then in possession continue to hold the village? While he did so, was his enjoyment ever interrupted; and who succeeded him?

"*Answer XV.*—I do not know. The Karbharee of the Mutt, Seewurambhut, will be able to answer [Foot Note (XLVIII.)] this question.

"*Question XVI.*—Produce any documents you may have to show the condition of Jaleekuttee, &c. between Fuslees 1237 and 1252 [A. D. 1827-28 and 1842-43].

"*Answer XVI.*—I know of no documents relating to the period from Fuslees 1237 65
until 1248 [A. D. 1827-28 till 1838-39], inclusive: Seewurambhut Latkur may know of such. [Foot Note XLIX.] In Fuslee 1249 [A. D. 1839-40] my father received possession of the three villages from the Swamee. I produce the takeed addressed to the officers of the three villages by the Swamee [Foot Note (L.)] in the year Arbaee Meiatain 66
and Alif, Shuk 1761, Vikaree Sunwutsur [A. D. 1839-40], on the occasion. After this my father held the villages until the 31st of March in Fuslee 1251 [A. D. 1842], when he gave them in exchange to the Company's Government. The orders, &c. which may have been issued by Government to the villages regarding this exchange will be on the Government records. [Foot Note (LI.)] None of them are in my possession.

"*Question XVII.*—For what reason did the Shunkeshwur Swamee give Jaleekuttee, &c. to your father in Fuslee 1249 [A. D. 1839-40]?

"*Answer XVII.*—The Swamee received money from my father, and gave him the 67
villages in Fuslee 1249 [A. D. 1839-40], as an inam by sale.

"*Question XVIII.*—Produce any documentary evidence you may have relative to the Swamee's grant of Jaleekuttee, &c. to your father.

(XLVI.) "Seewurambhut's answer on this point will be found in reply VII. of his examination, recorded in the 47th paragraph."

(XLVII.) "Seewurambhut's answer on this point is VIII. in his examination, recorded below in paragraph 47."

(XLVIII.) "Seewurambhut's answer on this point is contained in reply IX. in his examination, recorded below in paragraph 47."

(XLIX.) "Seewurambhut knows of none. See Answer X. in his examination, recorded below in paragraph 47."

(L.) "The following is the purport of the takeed produced with this answer:—

"'Shree Shunkurbharthee Swamee orders the Mokuddums of Mouza Jaleekuttee as follows:—My Suwusthan had fallen into the straits of debt; wherefore I borrowed sixty thousand rupees from Anajee Nursew, Deshpandey of Ankule, in Padshapoor, and Bapoojee Sudasew Soogtankur, of Khanapoor; and this sum, with interest at one per cent. [per mensem], and expenses of management at fifty rupees per thousand, amounted, on examination of our accounts, to a lac and twenty-two thousand rupees. It was then agreed that the capital sum of Rs. 60,000 should be paid off in six years, by an assignment amounting to Rs. 10,000 per annum, and that as for the interest and management expenses, amounting to Rs. 62,000 more, some of this should be forgiven, and instead of the rest, a village of the revenue of Rs. 1,000 should be given as an inam by sale. On it being thus ordered to both the creditors, they, out of regard for the Suwusthan, remitted Rs. 12,000, and begged that I would give them a village as an inam by sale in lieu of the balance of Rs. 50,000. Wherefore I have given them as an inam by sale your said village, with its two muzzras, in perfect freehold. I have given them a separate inam puttr, according to which you are to continue the village to them and to their descendants in perpetuity, and act in subjection to them. You are to keep a copy of this letter, and give the original to them, as title for enjoyment. Observe this. 3rd of Rujjub, 4th of Bhadurpud Wudh, in Shuk 1761, Vikaree Sunwutsur [A. D. 1839-40].'"

(LI.) "The orders are simply for the transfer of the villages, and need not here be quoted."

68 "*Answer XVIII.*—I produce a sunnud, [Foot Note (LII.)] executed by the Swamee on stamped paper, under date 12th September 1839, in favour of my father and Bapoo Row Soogtankur, by which the villages in question were granted as an hereditary inam, by sale, to my father.

69 "*Question XIX.*—When the Swamee thus granted the villages, did Government consent to the transaction? If so, produce any evidence you may have of this.

"*Answer XIX.*—I do not know whether or not my father made any application for the consent of Government when the villages were granted to him by the Swamee. I have not any documentary evidence on this point.

"*Question XX.*—Although Government may not have given its consent at the time of the transaction, it may possibly have done so subsequently. If you have any evidence of this, produce it.

70 "*Answer XX.*—Some time after my father received the three villages as an inam by purchase from the Swamee, he made an application to Mr. Townsend, who was then employed as Collector of Belgaum, requesting that the three villages bestowed in inam on him by the Swamee might be taken by Government in exchange for villages to be held as inam in the Padshapoor Talooka. Mr. Townsend desired my father to write a yad on the subject, which he did. This yad was dated in Soorsun Arbaeen or Ehude Arbaeen [A. D. 1839-40 or 1840-41], and, being approved of by the Sirkar, was sent to Mr. Campbell, who wrote to the Purusgur Mamlutdar, and obtained
71 returns of the revenue, &c. of the villages. After this, Mr. Shaw came as Collector to Belgaum, and my father addressed a yad to him in the year Esune Arbaeen [A. D. 1841-42], requesting that villages in the Padshapoor Talooka might be given to him in exchange for Jaleekuttee, &c. Mr. Shaw, on seeing this yad, wrote to the Bombay

(LII.) "The document produced by the claimant with Answer XVIII. is of the following purport :—

"'By Shree Shunkurbharthee, &c. &c., on Monday the 4th of Bhadurpud Shoodh, in the Shalivahan Shuk 1761, Vikaree Sunwutsur [A. D. 1839-40], to Anajee Nursew, Deshpandey of Ankule, in Purgunna Padshapoor, and Bapoojee Sudasew Soogtankur, of Khanapoor, this inam puttr is written. When this Suwusthan had come to great distress from debt, we borrowed from you Rs. 60,000, and on calculating the interest of this sum at 1 per cent. per mensem, and tynat, [commission or allowance for management,] at Rs. 50 per thousand, it will amount in six years to a lac and twenty-two thousand rupees. But the revenue of the inams of the Suwusthan are small. Wherefore it was intimated to you both, that as besides you there is no one to help the Suwusthan, you should, in lieu of the principal of Rs. 60,000, take an assignment for six years of [lands producing Rs. 10,000 yearly]; and that as for the Rs. 62,000 of interest, and tynat, you should forgive part of it, and, instead of the rest, receive a village as an inam by sale. On this, you considered that it would be a great blessing if the Suwusthan could be freed from the difficulties of debt, and represented that you would remit Rs. 12,000 of the Rs. 62,000, begging that you might have a village, yielding a revenue of Rs. 1,000, as an inam by sale, in lieu of the balance of Rs. 50,000. Being well pleased with this, I have executed a separate bond on stamped paper, promising to pay the principal of Rs. 60,000 in six years; and, instead of the Rs. 50,000, I have agreed to give you as an inam by sale the village Jaleekuttee, with its Muzzras Jeewapoor and Rayapoor, in Kuryat Moorgod, of Talooka Munolee, in perfect freehold; and I have of my own free will and pleasure executed this sunnud on stamped paper, that you and your descendants for ever may comfortably enjoy the village. The title deeds of the Suwusthan for the village have been transferred to you. None of my successors in the Mutt will interfere with this inam by sale. If any one should give you trouble about it, may they be accursed in their own religion. What need is there to write more? 3rd of Rujjub, in Soorsun Arbaeen Meiatain and Alif [2nd September A. D. 1839].'

"[Sealed and attested.]

"Below this deed is the following memorandum, purporting to be addressed by Bapoo Soogtankur to Anajee Nursew :—

"'You and I together lent the Jugudgooroo Swamee of the Shunkeshwur Mutt Rs. 60,000, to be repaid in six years, and we accepted, in lieu of interest, Mouza Jaleekuttee, Jeewapoor, and Rayapoor, as inam by sale. But inam villages at such a distance are of no use to me, on which account I have received from you my Rs. 30,000, with interest, and have now given my half share of the village to you as inam by sale [by writing], on the stamped sunnud given by the Swamee. You are to enjoy the whole village hereditarily, according to the Swamee's sunnud, and remain comfortable. I have no further demands, and therefore have written this of my own free will.

(Signed) "'BAPOOJEE SUDASEW SOOGTANKUR.'"

Government, and his explanation was approved. Afterwards Mr. Reeves came as Collector to Belgaum, and after examining all the correspondence and papers, &c. wrote to Government, and obtained its answer. Proofs of all this must be on the Government records, if you will be so kind as to examine them; [Foot Note (LIII.)] and, besides them, I have already in my Answer V. mentioned the sunnud [Foot Note (LIV.)] 72
addressed by Mr. Reeves to my father.

"*Question XXI.*—Until what year did your father keep possession of Jaleekuttee, after it was given to him by the Swamee, and what was his reason for giving it to Government in exchange for other villages?

"*Answer XXI.*—After the Swamee gave Jaleekuttee, &c. to my father, the latter held them until Fuslee 1251 [A. D. 1841-42]. The villages were, however, inconveniently far from our residence, on which account my father applied to have them kindly
taken by Government in exchange for Mulapoor, Punjunhuttee, and Yedulgood, which 73
were close to his other inam villages; and the Sirkar was then so good as to give us in exchange the last named three villages as inam.

"*Question XXII.*—When the Sirkar thus gave in exchange the villages Mulapoor, Punjunhuttee, and Yedulgood, at what value was it settled that Jaleekuttee, &c. should be received from your father, and what arrangement was made for the compensation of any difference in the value of the villages exchanged?

"*Answer XXII.*—When the three villages Mulapoor, &c. were given in exchange, an order was issued by the Sirkar to the Purusgur Mamlutdar, and the accounts of Jalee- 74
kuttee, Jeewapoor, and Rayapoor for ten years were procured through him. An average of the income realised in each of the ten years was taken from these accounts; and, the Sirkar being written to, the actual revenue was fixed as Rs. 769-12-0, though the kumal revenue of the three villages Jaleekuttee, &c. was 3,000 Nilkuntee rupees, the accounts of which are with Government. These villages being taken by the Sirkar, we obtained as inam from Government, in exchange for them, the three villages Mulapoor, Punjunhuttee, and Yedulgood, the actual revenue of which was Rs. 852-11-0, besides waste land, which could not be made to afford revenue for a long while, but which was 75
valued at Rs. 94-12-0, making the total revenue Rs. 947-7-0. The difference between this sum and Rs. 769-12-0, the valuation of the villages received from us, being Rs. 177-11-0, remained to be made good to Government, and this sum is paid by me, every year, into the Padshapoor treasury. The accounts relating to all this must be with Government, [Foot Note (LV.)] if you will kindly look for them.

"*Question XXIII.*—Besides the sum of Rs. 177-11-0 fixed as your yearly payment, is anything else due to Government on account of the villages?

"*Answer XXIII.*—There is nothing due but the fixed payment of Rs. 177-11-0. 76

"*Question XXIV.*— If you share the villages of Mulapoor, Punjunhuttee, and Yedulgood with any one else, explain this; mention the amount of your own and the other shares; and state the name and age of each of the holders, and the names of his father and grandfather.

"*Answer XXIV.*—Mulapoor is held by me; Punjunhuttee and Yedulgood have gone to the share of my uncle Ramchunder Punt bin Nursingrow bin Anajee Punt, who is 54 years old.

"*Question XXV.*—You presented, with your answer to Question XVIII. above, the sunnud given you by the Swamee for the assignment of Jaleekuttee, &c. On looking 77

(LIII.) "All this seems to agree with what has been stated from the 4th to the 13th paragraph, but there is nothing to show that Government ever approved of Anajee Nursew's transaction with the Swamee, or even knew that it had occurred."

(LIV.) "This sunnud has been already described in note (XXXVIII.) on Answer V. in this paragraph."

(LV.) "The calculations on which this payment was fixed are explained in the letter, &c. quoted in paragraphs 6 and 7."

at it, the grant of the villages seems to have been made to your father and one Bapoo Soogtankur. Explain, therefore, how the three villages remained in the hands of only one of these parties.

Answer XXV.—In the same year in which the Swamee gave the villages, Bapoo Soogtankur said that he did not wish for them, but that if my father would give him what was due to him, with interest, he might keep the three villages for himself. Bapoo Soogtankur was accordingly paid by us the principal sum and interest due to
78 him, and, having made over his share of the villages to my father, wrote below the sunnud given by the Swamee an acknowledgment [Foot Note (LVI.)] that my father and his heirs for ever were to remain in sole possession of the three villages.

"Signed by KONHER ROW ANAJEE.

"Authenticated by the Inam Commission, 27th October 1846."

"46. Every question material to the history of Jaleekuttee being referred by the claimant to the Karbharee of the Swamee, it was necessary to examine him regarding it. He, of course, cannot be looked on in the light of a witness, so much as in that of a person having a joint interest with the claimant in substantiating a claim against Go-
79 vernment. It will be seen that the history he gives of Jaleekuttee, &c. is equally irreconcileable with the evidence afforded by the Government records, the statements and records of the witnesses examined in this case, and the statement formerly made [as mentioned in paragraph 39] by the Swamee himself.

"47. The following is the substance of a deposition made at Belgaum before the Inam Commission, on the 14th January 1847, by Seewurambhut bin Anbhut Latkur, aged 65 years, Karbharee of the Shunkeshwur Mutt:—

"*Question I.*—Mouza Jaleekuttee, with its muzzras, was given by the Shunkeshwur Swamee to Konher Row Bapoo's father, Anajee Nursew. By whom, and when was it given to the Swamee?

"*Answer I.*—Sewajee Maharaj Chutterputtee granted it in Null Sunwutsur
80 [A. D. 1796-97] to Nursewbharthee, a former Swamee in the Mutt. This appears from the sunnud.

"*Question II.*—For what service was the village granted to the Swamee?

"*Answer II.*—The village was not granted for any service. The Swamee was the Raja's Gooroo, which was the reason of the grant.

"*Question III.*—After the Swamee obtained the grant, did the Sirkar permit the continuance of the village to him, and was it continuously enjoyed from the date of its grant until the introduction of the present Government in Fuslee 1227 [A. D. 1817-18]?
81 Should any interruption have occurred during that period, by whom, and when was it occasioned; and for what reason, and by whom, and when, was it removed?

Answer III.—During the above period only one interruption occurred: this was towards the end of the Nipaneekur's management, about Fuslee 1225 [A. D. 1815-16], when the Nipaneekur committed great oppression over all the villages of the Suwusthan, and levied khundnee from them. At this period Jaleekuttee was taken possession of by the Nipaneekur. [Foot Note (LVII.)] After this the Swamee went to Poona, and told the Paishwa, who called the Nipaneekur's Karbharee Lingo Punt Ana before him, and
82 gave him an injunction, on which Lingo Punt wrote a letter to his own brother Ramchunder Punt, who was managing the Munolee Soobha for the Nipaneekur, and Ramchunder Punt sent a takeed to the officers of Jaleekuttee, and released the village.

(LVI.) "This acknowledgment is translated along with the Swamee's sunnud in note (LII.) on the claimant's Answer XVIII. recorded above."

(LVII.) "A reference to the 33rd paragraph will show, that in A. D. 1813-14 Jaleekuttee was entered as a khalsat village in a list given in by the Nipaneekur's Karbharees, one of whom was the Lingo Punt mentioned in this answer."

" *Question IV.*—Produce any documents you may have as evidence of the way in which the village was enjoyed during the above period; that is to say, from the date of its original grant until Fuslee 1227 [A. D. 1817-18].

" *Answer IV.*—Here are copies [Foot Note (LVIII.)] of the original sunnud for the 83
grant of the village, and of the documents written for its release when interfered with in the Nipaneekur's time. The original sunnud was given to Anajee Nursew. The origi- 84
nal letter, written by Lingo Punt to his brother, remained with the latter, and the original takeed, addressed by Ramchunder Punt to the village officers, was given to them.

" *Question V.*—At the close of the Paishwa's Government in Fuslee 1227 [A. D. 1817-18], who had possession of the village, and what relation was he to the original grantee?

" *Answer V.*—At the close of the Paishwa's Government the village was held by Nursewbharthee, who was the adopted disciple of Shunkerbharthee, who was the adopted disciple of the original Inamdar Nursewbharthee.

" *Question VI.*—Sir Thomas Munro, on the part of the Company, having taken the 85
country in Fuslee 1227 [A. D. 1817-18] from the Paishwa, made over Moorgod and other mahals to the Kolapoor Raja. When the Raja got Moorgod into his hands, did Nursewbharthee continue to hold Jaleekuttee, &c., and did the Raja assent to his doing so?

" *Answer VI.*—At the period in question, Nursewbharthee remained in possession of the village with the Raja's consent.

" *Question VII.*—Have you any documentary evidence to show the condition of the village after Fuslee 1227 [A. D. 1817-18], for so long as Moorgod remained under 86
the Kolapoor Government? If so, produce it.

" *Answer VII.*—I have not got any Government documents of that period. There may be some of the village accounts in the Mutt of the Suwusthan.

Question VIII.—In Fuslee 1237 [A. D. 1827-28], the Company's Government took away Moorgod, &c. from the Kolapoor Raja: who was in possession of Jaleekuttee, &c. at that period?

(LVIII.) "The documents produced by Seewurambhut with Answer IV. are four copies, none of them authenticated, and all apparently recently prepared. They are as follows:—

" *First.*—A copy of the sunnud of A. D. 1796-97, translated in note (XL.) on the claimant's Answer VIII., recorded in paragraph 45.

" *Second.*—A copy of the takeed of the same date, described in note (XLI.) on the same answer.

" *Third.*—A copy of a letter, purporting to be addressed, on the 15th Zilhej [the year is not mentioned], by Lingo Mulhar, at Poona, to Ramchunder Punt [his brother], to the following effect:—

"'The Swamee of the Suwusthan of the Shunkeshwur Mutt holds as inam from of old Mouza Jaleekuttee, with Muzzra Jewapoor; but he has informed the Paishwa that we have taken possession of it, and collect its revenues under the Munolee Soobha, and [the Paishwa] has called me, and given me an injunction that the Swamee's village shall not be interfered with, but that it shall be restored to him, as well as any revenue which may have been collected from it. This is the Sirkar's order. Wherefore I write this letter to you to desire, that as the said Jaleekuttee, Jeewapoor, in Talooka Moorgod, of Soobha Munolee, belongs to the Swamee, it may be given up to him. You are to give up the village to whichever of the Swamee's Carkoons may bring you this letter, and you need not require any further instructions. Give up the village as above written to the Carkoon, and take his receipt for it.'

" *Fourth.*—A copy of a takeed dated 5th of Zilhej, in Soorsun Suba Ashur Meiatain and Alif [A. D. 1816-17], purporting to be addressed by Ramchunder Mulhar, Soobhedar of Munolee, to the Mokuddums of Jaleekuttee, Jeewapoor, to the following effect:—

"'Your village is the inam of the Swamee of the Suwusthan of the Shunkeshwur Mutt. In consequence of its being taken possession of by us, the Swamee has made a complaint at Poona, and the Paishwa has ordered the village to be restored. A letter to this effect has reached me from Lingo Punt Apa; and I therefore write to you to make over the village to Sudasew Punt Bhow, the Carkoon of the Suwusthan, who has come to receive it, and pay him the collections without objection. You are not to require any other order, but to yield the village to the Carkoon as above desired, and to act in subjection to him. You are not to look for new letters every year, but keep a copy of this one, and give the original to the Swamee as a title for enjoyment. Observe this.' "

" *Answer VIII.*—The Swamee Nursewbharthee 'Kasseekur' then held the village.

" *Question IX.*—For how long, after the Company's Government took Moorgod,
87 &c. from the Raja, did Nursewbharthee Kasseekur continue to hold the village? While he did so, was his enjoyment ever interrupted; and, after him, into whose hands did the village go?

" *Answer IX.*—Nursewbharthee held the village without interruption until his death, about ten years ago. He was succeeded by his adopted disciple Shunkurbharthee Swamee, who gave the village to Anajee Nursew.

" *Question X.*—Produce any takeeds, &c. you may have, to show the condition of Jaleekuttee subsequent to Fuslee 1237 [A. D. 1827-28].

" *Answer X.*—I have no documents relating to this period.

88 " *Question XI.*—The above examination is read over to you: is it correct?

" *Answer XI.*—It is all correct, and my answers are true.

" Signed by SEEWURAMBHUT LATKUR.

" Authenticated by the Inam Commission, 14th January 1847."

" 48. It is from the Shunkeshwur Swamee, the statement of whose Karbharee has been recorded in the last paragraph, that Anajee Punt derived whatever title he may be supposed to have had to Jaleekuttee, Jeewapoor, and Rayapoor, the villages in lieu of which his son now holds Mulapoor, Punjunhuttee, and Yedulgood. The statements, therefore, made by Seewurambhut Latkur and Konher Row Anajee, must be looked on as parts of the same claim. It appears that when the Swamee assigned Jaleekuttee, &c.
89 to Konher Row's father, he made over to him the sunnud and takeed of A. D. 1796-97, described in notes (XL.) and (XLI.) on Answer VIII. in the claimant's examination, which sunnud and takeed are now put forward as the original title deeds of the villages. Owing to the destruction of the Kolapoor registers, there are no means of testing the authenticity of these documents: as, however, they appear to be genuine, the Inam Commissioner will assume that they are so.

" 49. But the sunnud was issued during a temporary invasion of the Paishwa's districts by the Kolapoor Raja, and the subsequent sunnud issued by him in A. D. 1818-19, which has been proved genuine, [though all mention of it has been suppressed by the
90 claimant and Seewurambhut,] expressly states that the former sunnud had never taken effect—thus agreeing with the evidence furnished by the Poona duftur, and the accounts given in by Nana Keerloskur, and adding further proof, if further proof were necessary, of the truth of the assertion made by the Coolkurnees [in paragraphs 41 and 42], that Jaleekuttee never was held as inam till after the close of the Paishwa's Government, when the Kolapoor Raja made it over to the Swamee by a grant, which was necessarily annulled by the Treaty alluded to in the 38th paragraph.

" 50. From what has been stated above, it is evident, that at the time when Anajee Nursew applied to Government to give him the villages under report in exchange for Jaleekuttee, Jeewapoor, and Rayapoor, these villages were in his possession in consequence
91 of a totally unauthorised transaction, and had been obtained by him from a person who himself had no valid title to them. Throughout the correspondence quoted above from paragraph 4 to paragraph 13, they are called Anajee Nursew's villages; but all allusion to the nature of his title to them seems to have been avoided, as well as any provision binding Government to the continuance of the villages given him in exchange, either in perpetuity, or for any definite period; and, as stated in paragraph 14, the Inam Commissioner can only conjecture that this remarkable omission was made with the intention of giving Anajee Nursew just the same title to the new villages [those under report] as he might have to Jaleekuttee, &c., without going into the question of its validity.

92 " 51. The claimant states that his father's object in proposing the exchange made in A. D. 1842-43 was to obtain villages nearer his own residence than those in Purusgur;

but the Inam Commissioner thinks it very doubtful that for this object Anajee Punt would have submitted to suffer pecuniary loss, as he seems to have done, by the exchange, and is rather of opinion that his main object was that imputed to him in the petition quoted in paragraph 9, viz. that he wanted to exchange villages which he knew to be liable to resumption for a property held under Government. He did, in fact, succeed in obtaining such a specious *primâ facie* title, that it was unlikely any investigation of it would have taken place, or that any one would have thought of looking further than the the Government letter mentioned in paragraph 2, had not the Inam Commissioner, 93
while recording that letter, chanced to recollect that the villages given by Anajee Punt in exchange for those under report were not entered as inam in the Paishwa's accounts of Moorgod, which he had shortly before examined while investigating the history of another village in that district.

" 52. The Inam Commissioner is of opinion, that the three villages under report should be at once resumed. Konher Row Anajee will not be debarred by this from obtaining, from the Shunkeshwur Swamee, remuneration for any loss their resumption may occasion to him."

3. This Report was submitted on the above date, 20th February 1847, for the orders of Government.

4. On the 26th May 1847, in a letter No. 1900, the Chief Secretary to Government informed the Inam Commissioner, that he was himself to decide on inam claims, subject 94
to appeal to the Revenue Commissioner, and finally to Government; and the cases already reported to Government, but not yet decided, were returned for adjudication according to this system. One of the Reports returned for this purpose was that described in paragraphs 2 and 3 above.

5. On the 14th July 1847, that Report was adopted as the basis of a Mahratta Decision, No. 4 of 1847, of which the following was the purport :—

Translation of Decree of the Inam Commissioner, &c. No. 4 *of* 1847, *in the Belgaum Collectorate.*

" Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, in the Padshapoor Talooka, are now held as inam by Konher Row Anajee; having been made over to his father Anajee Nursew, under the directions of Government, contained in a letter No. 819, 95
dated 19th March 1842, in exchange for Mouza Jaleekuttee, Muzzra Jeewapoor, and Muzzra Rayapoor, in Talooka Purusgur. Nothing is said in the above letter of Government as to the length of time during which the villages then made over are to be continued, the order for their transfer being altogether indefinite. The Inam Commissioner has, therefore, come to the conclusion, that the claimant's title to the villages received in exchange from Government must be looked upon as *exactly the same as the title he may have had to the villages Jaleekuttee, Jeewapoor, and Rayapoor;* and having done so, sees the following reasons for rejecting the claim of Konher Row Anajee to the villages in question, viz :—

" 1*st.*—Mouza Jaleekuttee, Muzzra Jeewapoor, and Muzzra Rayapoor, were assigned 96
by the Shunkeshwur Swamee, under a deed declaring them hereditary, to Anajee Nursew and another Sowgar, Bapoojee Sudasew Soogtankur, the latter of whom subsequently gave up his right to Anajee Nursew, who thus obtained the sole possession of the village and its two muzzras from the Swamee. But Government had not given its permission for this transaction.

" 2*nd.*—Supposing, however, it were proper to recognise Anajee Nursew's right over the villages to be the same as that previously belonging to the Swamee. The Swamee's Karbharee, Seewurambhut Latkur, who has been examined, has deposed that the village Jaleekuttee and its two hamlets were granted to the Swamee in Raj Abishek Shuk 123, Null Sunwutsur [A. D. 1796-97], by the Raja of Kolapoor; 97

and in accordance with this, Konher Row Anajee has produced two original letters of the Raja's, which had come into his possession from the Swamee. But entries in the dufturs of the Paishwa's Government, and that of Kolapoor, show that this grant did not take effect; and there is conclusive proof that up to the close of the Paishwa's rule no competent authority ever gave permission for continuing the villages as inam.

"3*rd*.—After the Paishwa's fall, Sir Thomas Munro took the Munolee Talooka, and made it over to the Raja of Kolapoor; from whom it was afterwards resumed by the Honorable Company's Government, in A. D. 1827. The fact that in the meanwhile the villages [Jaleekuttee, &c.] were held by the Swamee, gives him no
98 title to them as Inamdar, for such title is precluded by the terms of the Treaty concluded between the Honorable Company and the Raja of Kolapoor.

"4*th*.—From what has been stated in the three preceding paragraphs, it is seen, that at the time when the Shunkeshwur Swamee assigned Jaleekuttee with its hamlets to Anajee Nursew, he himself had no valid title to it as his inam. This being the case, Anajee Nursew could not have obtained from him any such title, and therefore he could not have any valid title as Inamdar to the villages and hamlet he got in exchange for it.

"For these reasons, it appears that Government was in no way bound to continue, as it did, to Anajee Nursew, during his life, the villages Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood; and as the Inam Commissioner is of opinion that
99 it would certainly be improper to continue them to his son, like an hereditary inam, he decides that the said villages Mulapoor, Punjunhuttee, and Yedulgood be treated as Government khalsat villages.

"This decree will not prevent Konher Row Anajee, if he thinks proper to do so, from calling upon the Shunkeshwur Swamee to make good any loss he may have suffered from the sale to his father Anajee Nursew of the village Mouza Jaleekuttee, and its Muzzras Jeewapoor and Rayapoor, as inam, though not truly so.

(Signed) "W. HART,
"Commissioner."

6. In order to give effect to this decision, the Inam Commissioner addressed to the Acting Collector of Belgaum the following letter, No. 401, dated 16th July 1847:—

"SIR,—I have the honour to inform you, that under authority of the general directions
100 contained in the Government letter No. 1900, dated 26th May 1847, I have decided that Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, in the Padshapoor Talooka, now held by Konher Row bin Anajee Row Deshpandey, are to be taken possession of as khalsat villages.

"2. An appeal will lie from this decision; but, whether such appeal be made or not, I have the honour to suggest the propriety of your taking steps to prevent the revenues of these villages for the current year being made away with, either by at once attaching the villages, or causing Konher Row to furnish security for their rents.

"I have, &c."

7. In accordance with this requisition the villages were attached, and have since continued under Government management.

8. On the 20th November 1847, the Secretary to Government addressed to the Inam
101 Commissioner the following letter, No. 4835:—

"SIR,—With reference to Mr. Chief Secretary Pringle's letter to your address, No. 1900, dated the 26th May last, communicating instructions for your guidance in the disposal of inam claims, I am directed to inform you, that as it has been ruled that the Government alone can legally resume or confirm rent-free tenures, or declare on what terms they are to be continued to the claimants, the Honorable the Governor in Council

is pleased to modify the instructions conveyed in the 3rd paragraph of that letter, in so far as to direct that all cases of inam claims coming before you for adjudication must in future be submitted to Government, with your opinion and report thereon, through the Revenue Commissioner Southern Division, when a distinct order will be passed on 102
each, and communicated to the Collector of the district to which the claim may belong.

"2. I am accordingly desired to request, that you will have the goodness to forward through the above channel all cases of this nature that you may have intermediately disposed of in conformity with the orders of the 26th May last.

"I have, &c."

9. In the meanwhile the Inam Commissioner's decision, described in paragraph 5, had been appealed against to the Revenue Commissioner, who had thereupon sent for the Inam Commissioner's Report described above in paragraph 2, and this he subsequently forwarded to Government, with the following letter No. 2911, dated 26th November 1847:—

"Sir,—With reference to the Government letter of 19th March 1842, No. 819, sanctioning the transfer to Anajee Nursingh, Deshpandey, of three 103
villages, as per margin, in the Padshapoor Talooka of the Belgaum Collectorate, for a similar number of villages in the Purusgur Talooka, as below named, and to the orders of Government dated 26th May last, No. 1901, which constitute this office one of appeal from the decisions of the Inam Commissioner, I have the honour to lay before Government a report, quoted in the margin, which disposes of the claim of Konher Row Deshpandey, son of Anajee Nursingh, to the three villages in Purusgur, on which rests his claim to the three villages transferred to him by Government in 1842.

Punjunhuttee, Yedulgood, and Mulapoor.

Jaleekuttee, Jeewapoor, and Rayapoor.

Report of Inam Commissioner, dated 20th February 1847.

"2. The peculiarity of the present case has induced me thus to lay it before Government, instead of deciding it in appeal, and leaving the appellant to make another appeal 104
to Government. The three villages *now* held nearly rent-free, by Konher Row, were granted by Government five years and a half ago, but it is clear, as stated by Mr. Hart, [paragraph 14], that that transaction was simply one of exchange, made to oblige Anajee Nursingh. It added not one iota to the strength of his title, which was not at that time a matter of inquiry, nor did it in any way protect his villages in Purusgur from inquiry as to the right by which he or the Shunkeshwur Swamee held them.

"3. The hinge on which the whole matter turns is, [as shown by Mr. Hart,] by what right did the Shunkeshwur Swamee hold the villages of Jaleekuttee, Jeewapoor, and Rayapoor, in the Purusgur Talooka? For an answer to this question, I beg to refer 105
his Honour in Council to paragraph 41 of Mr. Hart's Report, which, taken in connection with the chain of evidence that precedes, shows, I submit, clearly, that these villages were granted to the Swamee by the Kolapoor Raja in A. D. 1819-20, a grant not binding on this Government, under the Treaty quoted in paragraph 38 of the Report.

"4. As these villages did not rightfully belong to the Swamee, [for the Raja could not alienate them at the expense of the British Government,] so that person could not sell them to Anajee Nursingh, and the title of the latter in them being void, he cannot, I submit, be permitted to hold the villages in Padshapoor, which were made over to him in exchange for villages supposed to be his in Purusgur.

"5. Whether Anajee Nursingh ever lent to the Swamee the money stated in the 106
notes at the foot of pages 55 and 66 of the Report, would hardly admit of proof, nor does it appear a question of importance. * * * * * * * * * 107

"6. Along with the decision of Government, I solicit the return of Mr. Hart's Report herewith submitted, or that I may be supplied with a copy of it.

"I have, &c."

"P. S.—Since this letter was drafted, the orders of Government No. 4836, dated the 20th instant, have been received, directing all the reports of the Inam Commissioner to be forwarded to Government."

10. On the 24th December 1847, Konher Row Anajee addressed the following letter

"To the Honorable G. R. CLERK,
Governor and President in Council.

"HONORABLE SIR,—I have the honour to enclose, and beg most respectfully to invite
108 your Excellency's attention, to a copy of a letter I, on the first October last, addressed to the Revenue Commissioner, Mr. Townsend, complaining of a most grievous act on the part of the Collector of Belgaum, in summarily taking possession of my immoveable property, consisting of the villages of *Mulapore* and *Punjunhuttee*, and its appertaining land *Edergood*, and praying for redress, and to have the same restored to me.

"2. I have taken this liberty, consequent upon hearing from the Revenue Commissioner, through my Vakeel, who has been in waiting on him, that all proceedings connected with my aforesaid letter, having been handed up to your Excellency in Council; and that all his, the Revenue Commissioner's, interference in the matter ceased,
109 consequent upon a recent order from Government. If so, I may now look upon your Excellency to be the just and proper tribunal to adjudicate the question of my right to my said property, and I venture accordingly to claim the privilege accorded to all parties in a trial in a court of justice, to allow me an opportunity, either personally, or through my constituted Attorney, to appear before your Excellency in Council, and plead the hardship of my case, examine the evidence adduced, and to afford any explanation requisite to prove the justice of my right to my personal property, which has been usurped by the Collector of Belgaum, consequent upon a report of the *Inam* Committee.

"3. The investigation carried on by the latter was conducted behind my back. I have never been called upon to defend my right before that Committee; nor had I any
110 opportunity allowed me of explaining facts, or disproving datas upon which the said Committee may have assumed my want of title to my said property. It is, therefore, for mere common justice that I appeal to your Excellency, to afford me the said opportunities, and a fair and just hearing, as I have now earnestly requested, before you should come to any decision on matters affecting our life and property, both which the Providence and the law of the land have placed under your hand to protect.

"I have, &c."

11. The enclosure of the above petition was a copy of the writer's former letter to the Revenue Commissioner Southern Division, dated 1st October 1847, as follows:—

"SIR,—I had the honour, on the 14th July last, to receive a letter from Mr. Hart,
111 on behalf of the 'Inam Committee,' enclosing a copy of a decree bearing the same date, and intimating to me that if I felt dissatisfied with that decree, to appeal to you within three months. On reading the said decree, I need not assure you, Sir, I was much surprised to find that the villages of Mullapore, and Punjunhuttee, with its appertaining land called Edergood, being my immoveable property, were declared to be illegally held by me, and recommending the same to be taken by the Government, which the Collector of Belgaum did subsequently, that is on the 18th August, by seizing the same, and annexing to the Company's territories.

"2. The property so assumed by the Collector was given to my late father by the Company's Government, in exchange for the village of Jaleekuttee, and its appertaining land called Jeewapore, and Rayapore, which my late father gave to the said Govern-
112 ment. The last mentioned village and land were purchased by my late father, in consideration of Rs. 60,000 (sixty thousand), from the Sunkra Charee Swamee, who

had the same in gift from the then reigning sovereign of Kolapoor, in A. D. 1796, and ever since which period to that when he sold to my late father, the said Swamee had uninterruptedly held and enjoyed the said property, and so did my late father, from the period he purchased up to that he gave the same to the Company's Government, in exchange for the villages and land in question, now so summarily seized upon by the Collector.

"3. This decision, if I may so call it, of the Inam Committee, and the consequent act of the Collector of Belgaum, is not only contrary to the obvious facts establishing incontestably my right to the said property; but that the same is altogether opposed to the established laws and usages of the Government, there being no regulation or enact- 113
ment by which such Committee is vested with the power it has assumed, or by which the Collector is authorised so to seize and assume our long enjoyed property.

"4. Under these circumstances, I respectfully beg to urge, as a preliminary objection to the total illegality of the present proceedings:—The Inam Committee has passed a decision against me, by which I have been dispossessed of my immoveable proporty, situated within the Zilla of Dharwar, of which Zilla I am a resident; and to determine right to such property, Sect. XXI. Regulation II. of 1827 declares shall be by an adjudication in the established Civil Courts. This Section of the Regulation in this respect remains in force unrepealed.

"5. I am aware that it has been said that such matters as these are excluded from the jurisdiction of the Civil Courts, by Sect. V. of Regulation XXIX. of 1827, in the 114
Deccan, and the Provisions of which Regulation are extended to the Zilla of Dharwar by Regulation VII. of 1830. But I deny that the question at issue comes within the nature of the case contemplated by the said Sect. V. Regulation XXIX. of 1827.

"6. That enactment only excludes claims against Government on account of the inam. *Here is no claim* AGAINST GOVERNMENT. *It is a claim of Government* AGAINST AN INDIVIDUAL. Where, then, is there the right of Government to try such question in any other but the established Courts of Adawlut?

"7. The claim, besides, is purely one of title to an immoveable property, and Government, as claimant to such title, has hitherto been accustomed to establish it, like any other claimant, in the Zilla Courts.—Vide the Rolez case in the Zilla of Ahmed- 115
abad, and the Passaita land case in the Zilla of Broach.

"8. There is nothing, I contend, in Regulation XXIX. of 1827, and VII. of 1830, which provides other rules for Government *than those* laid down in Sect. XXI. of Regulation II. of 1827.

"9. I respectfully, therefore, beg to request you will be pleased to take this preliminary objection into your serious consideration, and to direct, as the head of the revenue authority, to the Collector of Belgaum, to release my said property from illegal attachment, by which he has had the same, and reimburse me for all the loss I have been subjected to by his said illegal act.

"10. Should you not consider this preliminary objection to be valid, I beg to reserve my right to putting in a supplementary petition of appeal against the justice of Inam 116
Committee's decision, for which I have substantial grounds, if I find that the illegality of the proceedings I have argued on above is not sufficient for my relief, or to adopt such other course as may be advisable to obtain the restoration of my just right and title to the property in question.

"I have, &c."

12. On the 27th January 1848 a letter, No. 585, was addressed by the Revenue Secretary to the Revenue Commissioner Southern Division, as follows:—

"SIR,—I have been directed by the Honorable the Governor in Council to acknowledge the receipt of your letter of 26th November last, No. 2911, and its accompanying

compilation, containing the proceedings of the Inam Commissioner relative to the claim
117 of Konher Row, son of Anajee Nursew Deshpandey, to hold as hereditary taxed inam the two villages of Mulapoor and Punjunhuttee, and Muzzra of Yedulgood, in the Padshapoor Talooka.

"2. His Honour in Council has instructed me to inform you, that it is but lately that he disposed of a case in which Mr. Inverarity, the Acting Collector of Belgaum, showed that this Anajee Nursew had obtained possession of some inam lands by practising a most scandalous fraud on Government, with reference to the amount of compensation due to the Koorundwarkur Chief for the loss of revenue derived from the manufacture and sale of spirituous liquors in the neighbourhood of the Belgaum Cantonments.

"3. In the case now under notice, the Inam Commissioner, Mr. Hart, shows by
118 evidence the most conclusive, that in A. D. 1827, when the Honorable Company took possession of the Munolee Talooka, the village of Jaleekuttee and Muzzras of Jeewapoor and Rayapoor should have been brought to Government account, and managed as khalsat, and that it was by pretending a fact which had no existence that the Shunkeshwur Swamee was enabled to hold the village and muzzras as inam. It follows, as a matter of course, that Anajee Nursew's title by purchase, from the Shunkeshwur Swamee, is faulty, and, consequently, that Government has sufficient grounds for rescinding the agreement by which the two villages of Mulapoor and Punjunhuttee, and Muzzra of Yedulgood, were given as jooree inam in exchange.

"4. It is to his Honour in Council a mystery how the then Government and Acting
119 Collector allowed the exchange to be effected, without making any inquiry as to the validity of the title by which Anajee Nursew held the village and muzzras in Munolee, which he was to make over to Government: the most ordinary caution was neglected, notwithstanding the warning conveyed in the petition from Hoossein Khan Desaee, and Dewa Rao Deshpandey.

"5. As the agreement has been vitiated, his Honour in Council would have directed the immediate resumption of the village and muzzra conveyed by it, but that he has had before him two letters* in which Konher Row, the son of the late Anajee Nursew, urges—

"1*st.*—The illegality of cases similar to the one now under review being adjudicated by any tribunals save the ordinary Civil Courts.

120 "2*nd.*—'That the investigation was carried on by the Committee behind his back; that he has never been called on to defend his right, nor had any opportunity of explaining facts, or disproving data upon which the Committee may have assumed his want of title.'

"3*rd.*—That if the former of the abovementioned objections be rejected as invalid, he may be permitted, 'either personally, or through his constituted attorney, to appear before the Members of Government assembled in Council, and plead the hardship of his case, examine the evidence adduced, and afford any explanation requisite to prove the justice of his claim.'

"6. His Honour in Council has desired me to remark, that there can be no doubt but that the former of the objections must be at once overruled. The question as to
121 whether or no the Civil Courts in the Southern Mahratta Country, Deccan, and Khandesh, can take cognizance of such cases, has been fully considered by Government, and finally answered in the negative.

"7. The latter objection might also be set aside without hesitation, for paragraphs 44 to 47 of the Inam Commissioner's Report show that Konher Row Anajee and the Kharbaree of the Shunkeshwur Mutt themselves appeared before the Inam Commissioner, who gave them sufficient opportunity to controvert the facts evinced by the records in

* "To Government, dated 24th December 1847, and its accompanying copy of one to the Revenue Commissioner Southern Division, dated 1st October 1847."

his possession, although, in doing so, Mr. Hart of necessity adopted the questionary form of words.*

"8. The request made by Konher Row Anajee, that he may be allowed to plead before the Council, must, of course, be negatived; but his Honour in Council is of opinion, that before passing a final decision on this case, copy of Konher Row Anajee's letters 122
should be sent to Mr. Hart, with instructions to inform the claimant that he will receive and communicate to Government whatever additional information and evidence he may wish to adduce in support of his claim.

"9. It would appear from Konher Row's letters, that the villages and muzzra are at present under attachment, and his Honour in Council has ordered me to direct that they should remain so, and the proceeds be placed in deposit until the present case is disposed of.

"10. Should the decision of Government be unfavourable to the claimant, he can, of course, adopt whatever legal measures he may deem proper for recovering from the Swamee and Bapoo Soogtankur the loss he may have incurred consequent on the faultiness 123
of the title by which the former held the village and muzzras in Munolee. The craftiness displayed by Anajee Nursew in the case alluded to paragraph 2 of this letter * * * * leads his Honour to think that Anajee Nursew must have been fully aware of the value of the bargain he was making: at any rate the case now before Government is not one in which his heir will be entitled either to the commisseration or assistance of Government, should his claim to the villages and muzzra be negatived.

"11. * * * * * * * * * * * * 124

"12. Transcript of the Inam Commissioner's proceedings are herewith forwarded for your records.

"13. Copy of your letter of 26th November last, and of this reply, will be sent direct to the Inam Commissioner, with directions to report through you the result of the further communication he is to make to the claimant. [See above, paragraph 8.]

"I have, &c."

13. On the same day [27th January 1848] the following letter, No. 587, was addressed to Konher Row Anajee by the Secretary to Government:—

"Sir,—I have laid before the Honorable the Governor in Council your letter of 24th 125
December last, and its accompaniment, and been directed to refer you for a reply to the Inam Commissioner, Mr. Hart, to whom the instructions of Government on the subject have this day been issued.

"I have, &c."

14. Copies of the whole of the correspondence described above in paragraphs 9 to 13 were at the same time sent "to the Inam Commissioner, for his information and guidance," with the Secretary's endorsement, No. 586 of 1848.

15. After some correspondence between Konher Row and the Inam Commissioner, the latter submitted to Government a Report No. 549, dated 29th April 1848. The accompaniments of this letter do not refer to the case of Mulapoor, Punjunhuttee, and 126
Yedulgood, further than it may be affected by the general objection urged by Konher Row against the legality of the Inam Commissioner's operations, or of any summary interruption by Government of the alleged Inamdar's enjoyment of his estates.

16. The following is a copy of so much of the Inam Commissioner's letter No. 549 to the Deputy Secretary to Government, mentioned in the preceding paragraph, as relates to the villages to which this Recapitulation refers:—

* "See instructions on this point conveyed in the correspondence regarding Murdoor case, paragraph 3 of Government letter of 24th October 1843, No. 3457; paragraphs 7 to 9 of Commissioner's letter of 6th November 1843, No. 13; paragraphs 6 and 7 of Government letter dated 23rd October 1843, No. 4196."

"Sir,—I have the honour to inform you, that on receipt of Mr. Secretary Goldsmid's endorsement No. 586, dated 27th January 1848, forwarding to me copies of a correspondence regarding Konher Row Anajee's claim to Mulapoor, Punjunhuttee, and Yedulgood, I addressed to Konher Row on the 31st January 1848, a letter, intimating
127 that Government had felt it necessary to overrule his objection to his claim being disposed of, except by the ordinary Civil Court, and to refuse his request to be allowed to argue it in presence of the Honorable the Governor in Council; but that his Honour in Council had instructed me to receive and communicate to Government whatever additional information and evidence he might wish to adduce in support of his title.

"2. In reply to this letter I received from Konher Row a yad, dated 7th February 1848, mentioning some evidence he wished me to obtain for him, and promising to produce anything else he might have to offer *in two months.*

"3. I am not sure that I was right in assenting to such a long delay, seeing that Konher Row had already been allowed ample time to produce any evidence he might have to offer: however, I took upon myself to do so.

128 "4. But as the two months elapsed without any further communication from Konher Row, I wrote to him on the 7th April 1848 a letter, reminding him of his promise in this case, and on the same day I communicated to him in another letter the purport of the instructions contained in the Government letter No. 1624 of 1848, [regarding his claim to Kublapoor, Woteemuroo, and Kenchunhuttee,*] a copy of which was sent me with Mr. Goldsmid's endorsement No. 1625, dated 21st March 1848.

"5. Both of my letters of the 7th April were forwarded, through the Acting Political Agent Southern Mahratta Country, to Konher Row, at Sanglee, and on the 23rd of this month I received a letter from him, not acknowledging the receipt of either of them, nor
129 in any way alluding to their purport, but enclosing to me three papers, with a simple request that I would forward them to Government. This letter from Konher Row to me is dated 16th, but bears the Belgaum post mark of the 22nd instant.

"6. The unusual course thus pursued of making me the medium of his communications with Government, and the discrepancy of dates, &c. noticed above, make me suspect that Konher Row may be intriguing in some manner to embarrass me in fulfilling the orders of Government with respect to his appeals against my decisions in his case; and I have therefore come to the conclusion, that the most straightforward and safest course for me to pursue, is to transmit the papers sent to me by him to you, and
130 to refrain from offering any remarks upon them, unless I may be directed to do so.

"7. I have this day again written to Konher Row, informing him of the course I have pursued, and requesting him to lose no more time in bringing forward the evidence, &c. which Government has permitted him to offer, and I now request the instructions of Government as to what course I am to follow if he still neglects to do so."

17. On the 6th June 1848, the Secretary to Government addressed to the Acting Political Agent Southern Mahratta Country and Collector of Belgaum a letter, No. 3267, from which the following is an extract of so much as relates to the three villages in question:—

"2. You will be pleased to intimate to him, [Konher Row Anajee,] that the particulars recorded by the Inam Commissioner in the course of his inquiry as to the validity
131 of the title by which the villages of Mulapoor and Punjunhuttee, and Muzzra of Yedulgood, are held in inam, afford, in the opinion of His Lordship in Council, ample evidence that a fraud was practised upon Government, and that Government only has any just claim to those villages and muzzra. That a copy of claimant's letter of 24th December last, and its accompaniments, was forwarded to the Inam Commissioner, with directions to inform him that he [the Commissioner] would receive and communicate to Government whatever additional information and evidence he [the claimant] might wish

* "The case here alluded to is distinct from that to which this Recapitulation relates."

to adduce in support of his claim. That he was so informed on the 27th January last. That on the 7th of the following month he mentioned to the Commissioner some evidence he wished to be obtained for him, and promised to produce anything else he might have to offer in two months; but that up to the present time he has not laid any addi- 132
tional evidence or information before the Commissioner.

"3. The claimant should be told, also, that a further period of one [1] month from the date of the receipt of this letter at Belgaum will be allowed him, and if before the expiration of that period he has not placed before the Inam Commissioner any additional evidence or information, Mr. Hart will forward to Government translations of the additional evidence obtained consequent on claimant's request of 7th February, and unless that evidence, in the opinion of Government, weakens the proofs already before them, the villages and muzzra will be at once brought to account, and treated as 'khalsat.' ".

18. A copy of this letter was, with Government endorsement No. 3268, of the same date, "forwarded to the Inam Commissioner, for information and guidance with 133
reference to his letter No. 549, dated 29th April 1848," mentioned above in the 16th paragraph.

19. In the meanwhile the Inam Commissioner had received some further communications from Konher Row, and on the same day [6th June 1848] on which the last quoted Government letter and endorsement were written, the Inam Commissioner submitted to Government the following Report, No. 579:—

"Sir,—With reference to the four first paragraphs of my letter to your address, No. 549, dated 29th April 1848, and the correspondence cited in its 1st paragraph, I have the honour to inform you, that on the 22nd ultimo I received a letter from Konher Row Anajee, requesting a further delay of two and a half months, before I complete my additional report on his claim to Mulapoor, Punjunhuttee, and Yedulgood, which has 134
already been due since January.

"2. It would be unreasonable to admit of further delay in a case where, strictly speaking, there ought not to have been any delay at all asked for, though one of four months has occurred. Konher Row has had plenty of leisure, since the receipt of my decision of the 1st October 1847, to bring forward the proofs, &c. which he pretends to fancy *may be* in his possession; and as he has not done so in that period, it is not likely he ever will. I have, therefore, written to inform him, that I must [as far as I am concerned] decline complying with his request.

"3. I have obtained all that is forthcoming and pertinent of the additional evidence for procuring which Konher Row desired my assistance, and it seems to me that every- 135
thing which can be said or done towards completing this investigation is now completed, and that all that is wanted is the final order of Government.

"4. I therefore do myself the honour of forwarding, for the consideration of Government, translations of my correspondence with Konher Row, and beg for early instructions as to what further proceedings I am to adopt, if, indeed, it should seem to Government, which it does not to me, that any further proceedings are requisite.

"5. I especially solicit the attention of Government to Konher Row's letter of the 3rd Rubbee-ool-Awul [9th February 1848], which seems to contain all he has to urge on his behalf, and to which I have, therefore, appended, in the shape of notes, such 136
remarks as have seemed necessary.

"6. Konher Row has not hitherto taken any notice of my last letter to him, dated 24th May 1848.

"I have, &c."

20. The accompaniments to this letter, mentioned in its 4th and 5th paragraphs, were as follows:—

"No. 1.

"*Purport of a Letter from the Inam Commissioner to Konher Row Anajee, dated* 31*st January* 1848.

"After Compliments. I have received an order from Government, No. 586, dated 27th January 1848, the purport of which is, that on consideration of your two letters, one dated 1st October 1847, addressed to the Revenue Commissioner, and the other dated
137 24th December 1847, addressed to Government, the Honorable the Governor in Council feels obliged to overrule the preliminary objection made by you in your letter to the Revenue Commissioner, above mentioned, regarding the jurisdiction of the Civil Courts, and also to decline complying with your request to be allowed to plead, in person or by Vakeel, in presence of the Council of Bombay; but that his Honour in Council is pleased to permit you to forward, through the Inam Commissioner, whatever additional information and evidence you may have to offer in support of your claim to the villages of Mulapoor and Punjunhuttee, and Muzzra Yedulgood.

"In conformity with this order of Government, I now beg to inform you, that I shall be happy to receive and communicate to Government any information and evidence
138 you may have to offer. This, I trust, you will furnish as soon as possible, that there may be no delay on my part in obeying the orders I have received. I trust, also, that you will see the propriety of letting any information, evidence, &c. you may have to offer, be pertinent to the question of your title to the abovenamed villages.

"I shall feel obliged if you will send an early answer to this letter, stating when you will be ready to furnish the information and evidence you may wish to produce; and at the same time let me know if I can be of any assistance in procuring any particular document or other evidence for you, in which case I shall endeavour to do so without loss of time."

"No. 2.

"*Translation of a Letter dated 3rd of Rubbee-ool-Awul,* [*9th February* 1848], *from*
139 *Konher Row Anajee Deshpandey to the Inam Commissioner.*

"[1.] I have received your khureeta No. 3168, dated 31st January 1848, in which you inform me that you have received from Government an endorsement, No. 586, dated 27th January of this year, directing that I should forward through you, for the consideration of Government, any representation or evidence I may have to offer to strengthen my claim to Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood. You also request that I will lose no time in preparing the representation and evidence I may have to submit to the Sirkar; that I will let both consist of what is pertinent to my claim to the villages; and that I will let you know speedily when I can furnish my representation and proof: and you promise, that if I will let you know if I should require
140 your assistance in obtaining any documentary or other evidence, and tell you what and where it is, you will give your aid in obtaining it. Wherefore I state as follows:—

"[2.] The Raja of Kolapoor gave to the Swamee in inam the villages Jaleekuttee, Jeewapoor, and Rayapoor. (I.) The Swamee sold them as inam to us, (II.) and the Company's Government, receiving them from us, gave us in exchange for them the villages now in dispute (III.) [viz. Mulapoor, Punjunhuttee, and Yedulgood]. The nature of my right to these villages I set forth, so far as I was acquainted with what was to be explained to the Sirkar, in my appeal petition to the Revenue Commissioner of the Southern Division; (IV.) and all the evidence which I possessed I presented to you at the

(I.) "See Inam Commissioner's Report of 20th February 1847, paragraph 49."

(II.) "See Inam Commissioner's Report, paragraph 48."

(III.) "See Inam Commissioner's Report, paragraphs 50 and 51."

(IV.) "The appeal petition here alluded to seems to have been forwarded to Government. It is not on the Inam Commissioner's records."

time of your first investigation. (v.) Besides this, there are some documents and other 141
proofs mentioned by me in my appeal, which I request may be obtained. These are here described :—

"1. A Treaty was concluded at Poona in A. D. 1812 (VI.) between the Company's Government and the Kolapoor Raja. If this be procured and examined, Government will understand whether or not the Raja had authority to grant villages and lands as inam in his own kingdom.

"2. Another Treaty was concluded in A. D. 1825 (VII.) between the Kolapoor Raja and the Company's Government, represented by the late Mr. Baber, Political Agent. If you will procure this and send it to Government, they will see that in its 142
4th Article it is clearly laid down that the Talookas of Chikodee and Munolee belonged to the Raja, and that he had full authority over them. To this district belonged the villages Jaleekuttee, Jeewapoor, and Rayapoor, which were given by the Raja as inam to the Swamee, sold by him as inam to my father, and received from him by the Company's Government in exchange for the three villages given to him as inam instead of them by the same Government. Government will from this be assured that the Raja had full authority to grant the three villages Jaleekuttee, Jeewapoor, and Rayapoor as inam. Moreover, in the same article it is stipulated, that the villages and huks of Inamdars and Zumeendars are to be continued according to ancient custom (VIII.) 143
[mamool]. This clearly shows, even if the Raja were to refuse to continue inams granted by himself, the Company's Government would have interfered to cause him to respect his Inamdars' rights. I request, therefore, that you will be so kind as to look at this article, and forward it to Government.

"3. A third Treaty was concluded in A. D. 1827 (IX.) between the Raja of Kolapoor and the Company's Government, represented by the late Mr. Nisbet, Political 144

(v.) "The whole of the evidence alluded to is recorded in the Inam Commissioner's Report."

(VI.) "The Treaty of A. D. 1812 will be found at page 188 of the compilation of 'Treaties, &c. between the East India Company and the States bordering on the Presidency of Bombay,' printed for the use of Government. Konher Row makes a pitiable mistake in referring to this Treaty ; for the purport of its 2nd Article, coupled with the fact that the Paishwa subsequently treated Jaleekuttee, &c. as a khalsat village, is in itself fatal to his title.—See Inam Commissioner's Report, paragraph 31 and note (XXII.), and paragraphs 32 to 35."

(VII.) "The Treaty of 1825, concluded 24th January 1826, is alluded to in paragraph 37 of the Inam Commissioner's Report, and will be found at page 333 of the Government compilation of Treaties. The full sovereignty provided for in its 4th Article is qualified by the provision in the 8th, that in case of an infraction of certain parts of the Treaty, *such portions* of Munolee, &c. as had been made over to the Raja were to be resumed so long as it might be necessary ; and by the Treaties of 1827 and 1829 they were resumed under such terms as to annul *ab initio* all authority granted by the Treaty of 1825.—See below, in notes (IX.) and (X.)"

(VIII.) "This provision applies to ancient [mamool] rights, and of course not in any way to grants made at the Raja's own pleasure ; the argument founded on it is, therefore, untenable."

(IX.) "The Treaty of A. D. 1827 is not contained in the printed compilation. That of A. D. 1829, which is merely a modification of it, is to be found at page 340. Both are alluded to in paragraph 38 of the Inam Commissioner's Report and note. The 2nd Article of the Treaty of 1827 is as follows [agreeing in sense with the corresponding Article of the Treaty of 1829] :—

> "'By the Fourth Article of the former Treaty [of 1825] the Company's Government gave up to the authority of the Maharaj Chutterputtee the Talookas of Chikodee and Munolee, the Maharaja engaging to continue the huks and lands of the Zumeendars, Inamdars, and Wuttundars of those districts, according to ancient custom [mamool]. The reason for giving these two talookas to continue with the Maharaja was this, that when the Paishwa's sovereignty came into the hands of the Company, the latter presented these talookas to the Maharaja, in the expectation that perpetual friendship should exist between the two Governments. The Maharaja, however, has disregarded all such friendship, and caused much injury : he has interfered with the huks, &c. of Inamdars and Wuttundars, and committed great oppression in the talookas. Wherefore he must restore to the Company's Government as much of the talookas as was given by Government to him ; and it is never to be given up to him again. The Maharaja agrees to this, and renounces all claim to the two talookas.'

"This Article does not apply to grants made by the Raja, but is the enforcement of the penalty provided for in the 8th Article of the Treaty of 1825, with the additional severity of declaring the resumption final. It will be seen below, that the provision for resuming '*as much* of the talookas as was given' was *intended to annul all grants made in the meanwhile by the Raja*, and this provision is therefore fatal to the Swamee's title, on which Konher Row's depends.—See note (X.)"

Agent, in the 2nd Article of which it is stated that the Talookas of Chikodee and Munolee were resumed, because oppression had been exercised on the Zumeendars and Inamdars, and their rights interfered with. A consideration of this Article will convince Government that the Company should continue without interruption villages granted as inam by the Raja. If, therefore, the above Treaty is with the Sirkar, will you kindly procure it, and send it to Government?

"4. In A. D. 1827 the Company's Government resumed the Munolee Talooka from the Raja. On this occasion the Political Agent wrote a letter, dated 31st October 1827, (x.) 145 stating that the talooka was resumed as of the same extent as when made over to the Raja by Sir Thomas Munro, and that no villages granted as inam during the mean- 146 while were to be continued; wherefore he should send a sor chittee [note of renunciation] for all the villages. Such a general sor chittee was prepared by the Raja's Government on the 10th Rubbee-ool-Akhir, in Soorsun Suman Ashreen [A. D. 1827-28], in which all the villages were mentioned, and, those being deducted which were former inams, a list of the rest was sent. (xi.) This will be on the records of the Sirkar: I request that you will examine it, and forward it to Government.

"5. After the resumption by Government in A. D. 1827 of the Munolee Talooka, the Deshpandey and Desaee of that mahal, and the Coolkurnee of Jaleekuttee, &c. were examined as to when the Swamee obtained the villages as inam, and how they were 147 continued. The statements made by them must be in the Government duftur, (xii.)

(x.) "The circumstances connected with Mr. Nisbet's letter of the 31st October 1827 are not correctly stated by Konher Row. A reference to the Kolapoor duftur, and that of the Political Agent Southern Mahratta Country, shows them to have been as follows. When Mr. Nisbet went to Kolapoor with the military force sent to bring the Raja to terms, the latter attempted to evade the provisions of the 2nd Article of the Treaty of October 1827, quoted in the last note, by making over the Talookas of Munolee, &c. *exclusive of the inams, &c. he himself had granted.* His order to his Mamlutdars of Munolee for doing so has been found registered in the Kolapoor duftur of the 10th Rubbee-ool-Akhir [1st November 1827], as follows:—

> "'To Venkutrow Nuluwurey Havaldar and Antajee Rughoonath, Soobha Munolee:—Having excepted the inams granted from the Hoozoor to the holders of Dewusthans, Dhurmadows, and to Inamdars and Surinjamdars, all the rest of the villages in the said soobha which are under your management are assigned to the English. A separate list is herewith sent, according to which you are to make over the villages and Munolee.'

"It is true that in the list which accompanied this order Mouza Jaleekuttee, &c. was not entered; but this fact by no means supports Konher Row's assertions that it must therefore be looked upon as original inam, for from this list all grants made by the Raja up to its date were excluded. Be this as it may, however, the Political Agent refused to receive the talooka on these terms, and it was to intimate this refusal that he wrote the letter to the Raja, said to be of the 31st October 1827, alluded to by Konher Row, the registry of which has been found in the Agent's outward letter book, under date 1st November 1827, as follows:—

> "'In the yad of agreement [Treaty] endered into by us on the 23rd of October, it was agreed that the Talookas of Chikodee and Munolee should be given back to the Company's Government of the same extent as when they were given by the latter to the Maharaja. But the sor chittees [notes of relinquishment] which have been received exclude some villages, granted to various persons, and apply only to the rest. Such sor chittees cannot be received by the Company's Government; wherefore those now sent are returned to the Maharaja's Vakeel. It is necessary that sor chittees should be sent for all the villages which were made over by the Company's Government.'

"The above letter seems to have been written on the night of the 31st October, and is registered in the registry of the next day, on which day, also, a second letter was written by the Political Agent, addressed to the Raja's Vakeel, pressing for the requisite sor chittees. The consequence of this was, that on the next day, viz. the 11th of Rubbee-ool-Akhir [2nd November 1827], the Raja issued fresh orders, the registries of which have been found in the Kolapoor duftur, ordering the delivery of the talookas *without any reservation* to the Company's officers.

"A list of the villages to be made over accompanied this order also, and two copies of this list, which have been found in the Political Agent's duftur, show that *it included Mouza Jaleekuttee.*"

(xi.) "This list was the one which was rejected by the Political Agent: the one he accepted was dated the following day, and included Jaleekuttee as one of the villages to be made over to the Company.—See last note (x.)."

(xii.) "The only former statement found in the Government duftur is that mentioned in paragraph 39 of the Inam Commisioner's Report; the present statements of the Coolkurnees are quoted in paragraphs 41 and 42, and are as wholly opposed to Konher Row's assertions as the more satisfactory evidence afforded by the Government duftur."

and I request that they be examined and sent to Government, as they contain proof of the Swamee's uninterrupted enjoyment from the first.

"6. Even when the Nipaneekur was holding the Munolee Talooka by force, he continued the villages to the Swamee, (XIII.) as Government will be persuaded if the evidence of the Nipaneekur's Karbharee, Lingo Punt Apa, (XIV.) be taken. I request, 148
therefore, that you will be so good as to write to him, and obtain his answer.

"7. In A. D. 1842, Government took from my father these three villages, which had been given to him as inam by the Swamee, and in exchange for them gave him another inam. At that period all the accounts, &c. were scrutinized, and these are all with Government. (XV.) If they be examined, Government will be convinced, that when my father gave up to the Sirkar the villages which he had bought from the Swamee, and obtained from the Company these villages [Mulapoor, Punjunhuttee, and Yedulgood,] in exchange for them, all this was well understood by Government, (XVI.) which was so kind as to give the villages as inam to my father. 149

"[3.] The evidence above alluded to will be in the Government dufturs. I request that you will be so good as to obtain and send it to Government. It is necessary for me to search if there be (XVII.) any other documents useful as proof in my possession, and for this purpose I request two months' leisure, during which period I will institute a search, and send to you any evidence I may find, which I request you will, when you have looked at it, forward to Government."

"No. 3.

"*Purport of a Letter from the Inam Commissioner to Konher Row Anajee, dated 7th April* 1848.

"After Compliments. In consequence of your appeal against my decision on your 150
claim to Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, I received an order from Government to receive evidence, &c. from you. The purport of this order I communicated to you in my letter of the 31st January 1848. To this letter you replied on the 3rd of Rubbee-ool-Awul, that as it was necessary to make a search whether

(XIII.) "If he had done so, which from paragraphs 30 to 34 of the Inam Commissioner's Report could not have been the case, he had no right to do so longer than while he held the surinjam, and his unauthorised act could not bind the Sirkar.—See also the Coolkurnee's statement in the Report, paragraph 41, Answers V. to X., and paragraph 42, Answers II. to V., also paragraph 43, and the statement of the Shunkeshwur Swamee's Karbharee in paragraph 46, Answers III. to VI., and notes."

(XIV.) "Lingo Punt Apa lives at a great distance from Belgaum. The Inam Commissioner is informed that he has become paralytic, and almost blind, and is not in a condition to attend to give evidence. It would be useless to *send* questions to him, as it would be impossible to ensure the answers being *his own*; and even if it were so, he is not of such a truth-loving disposition as to permit of his statements being depended on *without the test of cross-examination*. This will appear from the facts mentioned in paragraph 8 of the Inam Commission's letter in the Budlee and Nurvinhullee case, No. 131, dated 10th April 1845, and from the unsatisfactory style of his answers in that case described in other parts of the same letter. But, above all, even if none of these objections existed, it would be useless to examine him now in this case, as he was one of the Karbharees who gave in to Mr. Elphinstone in 1813-14 the last document mentioned in paragraph 33 of the Inam Commissioner's Report of the 20th February 1847, and in that document Jaleekuttee is described as a khalsat village.—See also paragraph 2 of the Inam Commissioner's letter to Konher Row, dated 24th May 1848, the last recorded in this compilation."

(XV.) "These have all been described in paragraphs 1 to 14 of the Inam Commissioner's Report of the 20th February 1847."

(XVI.) "This it was not. See paragraph 4 of the Government letter No. 585, dated 27th January 1848."

(XVII.) "Konher Row here states that it is necessary to make a search for two months to discover if he has any more evidence. His appeals to the Revenue Commissioner and Government, dated respectively 1st October and 24th December 1847, insinuate that he had the requisite evidence ready, but that it had not been received. If he could not collect all the evidence in his possession between the 14th July 1847 [the date of the Inam Commissioner's decision appealed against] and the 7th February 1848 [the date of this letter], he is not likely to do so in the additional two months requested by him. But, that he may have no cause to complain of want of courtesy, the sought for delay has been allowed to him."

you had any documentary evidence in your possession, and to send it, you required two months' delay, and at the same time you promised to send within that period whatever evidence you obtained. But the above period has now elapsed, and I have not yet received any further communication from you: I request, therefore, that you will be so kind as to send a reply speedily, and, with it, forward any documentary evidence you may have to produce."

151 "No. 4.

"*Purport of a Letter from Konher Row Anajee, Deshpandey of Ankule, to the Inam Commissioner, dated* 12*th Jummad-ool-Awul* [17*th April* 1848].—*Received* 22*nd May* 1848.

"After compliments, &c. In reply to your letter dated 7th April 1848, reminding me that although I had [in answer to your letter of the 31st January last, informing me, that in consequence of my appeal against your decision on my claim to Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, you had been ordered to receive my additional evidence,] written to you a letter dated 3rd Rubbee-ool-Awul, requesting leisure for two months in order to search whether or not I might have any more documentary evidence by me to offer, and promising to send to you within that period any
152 evidence I might find; and that although the above period has elapsed, I have not yet sent any answer, and requesting that I would speedily do so: I have now to request, that as in my letter of the 3rd Rubbee-ool-Awul, I begged you to obtain certain documentary evidence regarding my inams, you will be so good as to let me know how much of it you have procured, and whether or not there is any remaining to be obtained. Should you have obtained all the documents, it is best so; should there be any documents still to obtain, will you let me know of this, so that I may either explain to you how to obtain them, or request assistance in doing so, should I require it. Will you be so good as to send me a reply on this subject? As for stating what I have to say regarding my additional proof, &c. I cannot do so satisfactorily without seeing you in person: I must, there-
153 fore, request, that you will be so good as to give me additional leisure for two and a half months. What more can I write?"

"No. 5.

"*Purport of a Letter from the Inam Commissioner to Konher Row Anajee, dated* 24*th May* 1848.

"1. After compliments. In reply to your letter dated 12th Jummad-ool-Awul [17th April 1848], I beg to inform you, that in conformity with the request made in your letter of the 3rd of Rubbee-ool-Awul, that I would procure certain treaties and other documents from the Government records, I have obtained from the Poona and Kolapoor records, and those of the Company's Government, all of the required documents* which existed therein.

"2. You requested that I would also take the evidence of Lingo Punt Apa, but I
154 have considered it unnecessary to do so in this case,† because in A. D. 1813-14 this Lingo Punt Apa and Apajee Luchmon, gave in to Mr. Elphinstone, then Resident at Poona, a yad of the Munolee Talooka, which contained a statement regarding Jaleekuttee, Jeewapoor, &c. If Lingo Punt were now to make a statement agreeing with that in this yad, it would be merely a useless repetition, and if he made a statement at variance with it, it could not be depended on. For this reason I have not sent for his evidence.

"3. You now write that you cannot state satisfactorily what you have to say regarding your additional proof, &c. without seeing me in person, and therefore require an

* "These are all described in the notes on Konher Row's letter of 3rd Rubbee-ool-Awul, No. 2 of this compilation."

† "See note (XIV.) on Konher Row's letter of 3rd Rubbee-ool-Awul."

additional delay of two and a half months. But you should recollect, that even at first, when, in your letter of the 3rd Rubbee-ool-Awul, you asked for a delay of two months, 155 there was no reasonable necessity for granting it, because you should have produced the whole of your evidence at any rate when you made your appeal to the Revenue Commissioner, and that is a very long while ago; and you did not show any reasonable excuse for further delay; but it was solely for your convenience, that you might look over and arrange your evidence, that such delay was granted to you. I cannot, therefore, take upon myself the responsibility of promising to allow any further delay. I have written to Government,* and whether I receive from it directions to grant further delay, or to at once report what has been done until now in this case, I shall obey them.

"4. My advice to you, however, is this, that you should at once present whatever statement and evidence you may have to present; for it is already nearly four months 156 since the orders of Government reached me, and it is unlikely that Government will admit of further delay."

21. Having shortly after received Konher Row's reply to the last letter [No. 5] described in paragraph 20, the Inam Commissioner submitted it, with the following letter, to the Deputy Secretary, No. 585, dated 20th June 1848:—

"Sir,—In continuation of my letter to Mr. Secretary Goldsmid, No. 579, dated 6th current, and with reference to Mr. Secretary Lumsden's letter to the Acting Political Agent, No. 3267 of 1848, of the same date, I have the honour to report, for the information of Government, that I have received from Konher Row Anajee, his reply to my last letter to him regarding his claim to the villages of Mulapoor, Punjunhuttee, and 157 Yedulgood, in the Padshapoor Talooka, a translation of which was recorded as No. 5 in the compilation, submitted with my letter No. 579, above cited.

"2. I have the honour of annexing a translation of Konher Row's reply, with such observations [attached in the form of notes] as I have deemed necessary.

"I have, &c."

22. The following is a copy of the accompaniment of the Inam Commissioner's last quoted letter, No. 585, of the 20th June 1848:—

"*Substance of a Letter, dated 2nd Rujjub* [*4th June* 1848], *from Konher Row Anajee Deshpandey to the Inam Commissioner.—Received 12th June* 1848.

"After compliments. I have received your letter of the 24th of May 1848, (i.) and understood its contents. My reply is as follows:—

"[1.] You have informed me that you have procured all the evidence regarding 158 Jaleekuttee, Jeewapoor, &c. on the records of Government, and in the Poona and Kolapoor dufturs. (ii.) When my father, who had purchased these villages as inam from the Shree [Shunkeshwur Swamee], gave them up to Government, and the Sirkar gave him as inam in exchange for them the three villages of Mulapoor, Punjunhuttee, and Yedulgood, this inam was granted to us in exchange by the Sirkar after a complete inquiry. (iii.) But now, in addition to this, a fresh investigation has been instituted by the Inam Commission, and Government requires from me proof about the Swamee's inam vil- 159 lages. In this I am helpless: but knowing that as much proof as I was acquainted with I must set forth when I made an appeal petition to the Revenue Commissioner, I besought

* "Namely the letter No. 549, dated 29th April 1848."

(i.) "Namely the 5th letter translated in the compilation which accompanied the Inam Commissioner's letter No. 579, dated 6th June 1848."

(ii.) "These are all recorded in the Inam Commissioner's notes to Konher Row's letter of the 3rd Rubbee-ool-Awul, a translation of which is marked No. 2 in the compilation forwarded to Government on the 6th June 1848."

(iii.) "The inquiry was only regarding the value of the villages to be exchanged, and was not allowed to extend to the title by which Konher Row's father was holding Jaleekuttee.—See paragraph 14 of Inam Commissioner's Report of the 20th February 1847, and paragraph 4 of the Government letter No. 585 of 1848."

him in it to procure the evidence in the hands of Government and of the Kolapoor Sirkar. This, however, was not procured. Afterwards, on my appealing to the Governor in Council, you received from him directions, which you communicated in writing to me, (IV.) and on my making a representation to you, (V.) you have procured the evidence, so you write to me. Wherefore I state my proof regarding the said Swamee's inam villages bought as inam by my father as follows:—

160 "[2.] When, according to the Treaty entered into in A. D. 1827, between the Company's Government and that of Kolapoor, the Chikodee and Munolee Talookas were taken possession of by the former, the late Mr. Nisbet wrote on the 31st October 1827 to the Raja's Government a letter, of which the purport was, that as the said talookas were resumed at the same extent as when they were made over to the Raja by Sir Thomas Munro, no inams granted in the meanwhile by the Raja were to be continued by the Company's Government; that for this reason, the sor chittee [note of renunciation] sent by the Raja was returned, and a general sor chittee was required. On this, the Raja's Government sent a sor chittee, in which the inams lately granted were not reserved, and a separate yad of the villages, in which Jaleekuttee, Jeewapoor, &c. were
161 deducted, (VI.) as having been *formerly* granted to the Swamee, and the rest of the villages specified. This yad was agreed to by the late Mr. Nisbet, and according to it the talookas were received by him for the Government. (VII.) Thus it was admitted by the Raja, in the last yad sent by him, that the Swanee's inam villages had been granted before Sir Thomas Munro gave the talookas to his Government, (VIII.) and this yad was agreed to by a competent authority, (IX.) the Principal Collector and Political
162 Agent of Belgaum and Dharwar; and when the Munolee Talooka came into the possession of Government, a Mamlutdar went there, and after his authority was established, he took the statements of the Desaee and Deshpandey of the mahal, and the Coolkurnee of the village, in which they distinctly admitted that the village had truly been granted of old by the Raja to the Swamee, and that it had been enjoyed according to the grant; (X.) and so the inam villages were confirmed from the Company's Sirkar to the

(IV.) "In the Inam Commissioner's letter of the 31st January 1848, a translation of which is marked No. 1 of the Compilation which accompanied his letter to Government, No. 579, dated 6th June 1848."

(V.) "In the letter of the 3rd Rubbee-ool-Awul, translation of which is marked No. 2 in the compilation forwarded to Government on the 6th June last."

(VI.) "In the yad accepted by the Political Agent Jaleekuttee is *not* deducted. [See the Inam Commissioner's note (X.) on paragraph 4 of Konher Row's letter of the 3rd Rubbee-ool-Awul, recorded No. 2 in the compilation submitted to Government on the 6th June 1848]. So that, even if all the rest of Konher Row's premises in this part of his argument were admitted, [which, however, could not justly be done,] still the conclusion deduced by him must be rejected as unsound and void of truth."

(VII.) "See note (XI.) on Konher Row's letter of the 3rd of Rubbee-ool-Awul, alluded to in the last note."

(VIII.) "If this had been admitted by the Raja, which it was not, he would have admitted a fact which, so far as delivery of the village under the invalid grant of A. D. 1796-97 is concerned, is contradicted by his own sunnud of the 6th Rujjub, recorded in note (XXVIII.) to the Inam Commissioner's Report of the 20th February 1847."

(IX.) "Owing to the fact stated in note (VI.), that the Political Agent *did not* agree to the yad in which Jaleekuttee was deducted, of course the whole of the above argument, which appears to be that on which Konher Row chiefly depends, must be rejected. But it may be as well to here record the fact, that if Mr. Nisbet *had* admitted a yad in which Jaleekuttee was deducted, he could not thereby have invalidated the right of Government to take possession of it as a khalsat village of the Munolee Talooka, for such it undoubtedly was according to the Treaties of 1827 and 1829, as well as under the Paishwa's Government; and Mr. Nisbet had no authority from Government to give up any one of its rights, whether those based on the Treaty of the 23rd October 1827, or those existing independent of it: if he had tried to do so, his act would have been the mere error of a Government servant, which ought to be rectified as soon as discovered. As, however, it clearly appears that Konher Row's assumption, that such error was committed, is wholly without foundation, it is needless to enlarge on this point."

(X.) "The Inam Commissioner believes that such statements were made, as he has found the registry of a report from the Mamlutdar of Munolee, purporting to forward such; but, as stated in note (XII.) on Konher Row's letter of the 3rd Rubbee-ool-Awul, submitted on the 6th June 1848, no statements of the kind are

Swamee. These are now two great arguments. (XI.) If you will be so kind as to 163
consider them, you will be convinced that my claim to the villages given in exchange is perfect, and that there can be no reason for not continuing to me the exchanged villages in perpetuity.

"[3.] You object (XII.) against sending for Lingo Punt Apa's testimony, that on a former occasion, in A. D. 1813-14, this Lingo Punt Apa and Apajee Luchmon gave in to the Resident at Poona, Mr. Elphinstone, a yad relating to the Munolee Talooka, which contained a statement about Jaleekuttee, Jeewapoor, &c.; and that if Lingo Punt were now to make a statement agreeing with the yad, it would be a mere repetition, and of no use, while if he were to send a reply at variance with it, no reliance could be placed thereon; so that it seems useless to obtain his statement. With respect to this, I offer the following observations, which I beg you will consider. In the time of the last Paishwa, 164
Bajee Row, the Nipaneekur, and Trimbukjee Denglia, exercised the authority of force in the Carnatic Prant, and when the district came into the possession of the Company its officers were mindful of this fact, and considering that the injury sustained during the time of the above two persons by Inamdars in the usurpation and resumption of their villages and lands was contrary to justice, published a printed book, (XIII.) stating that such resumptions should not be observed, and in dispensing justice did not allow such resumptions to influence their decisions, but reversed them, and gave back the inam villages to their owners. These two proofs (XIV.) are in the hands of Government: if 165
you will examine and consider them, you will be convinced that my argument is correct. Be so kind as to consider this.

"[4.] You write that in the year above mentioned, A. D. 1813-14, Lingo Punt Apa and Apajee Luchmon gave a yad about the Munolee Talooka; but in my appeal petition I explained, that when the Nipaneekur interfered with the villages [Jaleekuttee, &c.] the Swamee went to Poona, and represented the matter to the Paishwa, who then gave an order to the Nipaneekur's Karbharee, in consequence of which the said Apa [Lingo Punt] wrote distinctly to the Mamlutdar of Munolee to continue the village without interruption, and not to trouble the Swamee's villages; and accordingly the villages remained with the Swamee. And after that Ramajee Punt, the Mamlutdar of the Munolee Talooka, held those same villages in farm, paying their revenue to the Swamee, and taking his 166
receipts. Documents to prove this are in the hands of the Swamee's Karbharee Seewurambhut Latkur; (XV.) and I long ago begged you to receive his testimony along with the above documents. You have probably done so; but if not, kindly receive his evidence.

"[5.] In reply to the request contained in my letter, that you would give me additional leisure for two and a half months, in order to come in person and represent my

now to be found. They have probably been made away with, to enable the persons who made them to escape the punishment they must have deserved if the statements were what they are asserted by Konher Row to have been; for if they stated what he asserts, they must have been false."

(XI.) "The two arguments appear to be—1*st*, the recognition of Mr. Nisbet; and 2*nd*, the alleged assertions of the district and village officers, both of which are treated of above, in notes (VI.) to (X.)"

(XII.) "See note (XIV.) on Konher Row's letter of the 3rd of Rubbee-ool-Awul, No. 2 of the compilation submitted on the 6th June 1848, and paragraph 2 of the Inam Commissioner's letter to Konher Row, No. 5 of the same compilation."

(XIII.) "Konher Row here evidently alludes to the Inam Rules circulated for the guidance of Collectors in 1819 [though these were not printed]. These Rules provide that *ancient* and *authentic* inams *resumed* since A. D. 1803, *without the authority* of the Paishwa or his chief ministers, are to be restored; but this is of course wholly inapplicable to a village which the Paishwa always treated as khalsat, and which remained so under the Treaties of A. D. 1827 and 1829."

(XIV.) "The 'two proofs' appear to be—1*st*, the 'printed book'; and 2*nd*, the procedure of giving back inam villages, according to its Rules. These are in fact only *one* proof, and, as shown in note (XIII.), it is one not applicable to the case under consideration."

(XV.) "Alleged copies [unauthentic] of the documents alluded to, were produced by Seewurambhut Latkur, during the original investigation.—See Seewurambhut's Answers III. and IV. in his examination of the 14th January 1847, recorded in paragraph 47 of the Inam Commissioner's Report of the 20th February 1847, and the third and fourth copies described in note (LVIII.) thereon."

case, you have replied that you cannot grant me such delay on your own responsibility; that you have already admitted of one delay, and that a long time has elapsed; that you have written about this delay to Government, but that you do not think Govern-
167 ment will agree to grant it, wherefore I should quickly state all that I may have to say. I therefore beg to make the following representation:—

"[6.] The Raja gave the villages [Jaleekuttee, &c.] as inam to the Swamee, and had full authority to do so. (xvi.) But by the last Treaty it was determined that Government should not continue any villages granted as inam by the Raja subsequent to Sir Thomas Munro making over the Munolee Talooka to him, (xvii.) and should it possibly be thought that this arrangement is pertinent to the decision made by the Inam Commission, I reply that in the above paragraphs I have stated my proof that these villages
168 [Jaleekuttee, &c.] were *inam before* Sir Thomas Munro made over the talooka; (xviii.) and on consideration of this any doubt which may have occurred to you will be removed. Should you still have doubts, I beg that you will be so good as to write and tell me, and I shall send you a reply, (xix.) after consideration of which I beg you will make your report to Government.

"[7.] In order that no one should suffer oppression, and that justice should be observed, the Chiefs of the Sahebs sitting in Council drew up Regulations, which were printed and circulated throughout the country, and things have been carried on in con-
169 formity with them. If I be so unfortunate that Government disregard these Regulations, I have no remedy; but I yet once more represent to Government, that in Section XXXVII. of Regulation XVII. of A. D. 1827 it is laid down, that even should there be no title by sunnud, or established custom, or enjoyment for 60 years, still, if the former or present Government, or any competent authority under them, has recognised the exemption of land, it shall be continued for the future. This Section is decidedly pertinent to the case of our purchased inam villages, because they were granted by the Raja of Kolapoor, and when the Company's Government restored the Munolee Talooka to him, the Raja's Government agreed to continue them as formerly granted, and the yad which was sent by it [on restoring the talooka in 1827] was agreed to by a compe-
170 tent authority (xx.) of the Company's Government, and the inam villages confirmed to the Swamee. Some time after this my father bought these inam villages, and then, at his request that Government would take them from him, and give him in exchange for them other villages, the Governor in Council and the Collector of Belgaum, after an inquiry, (xxi.) took those villages in exchange for others thereupon granted as inam by Government, which issued a sunnud for the latter; and according to this, enjoyment has continued. Every inquiry having been completed, both Sirkars (xxii.) assented

(xvi.) "The Raja had no proper authority at the date of his alleged grant in A. D. 1796-97, which [if made at all] was made during his temporary invasion of the Paishwa's districts; and at all events it did not take effect, a circumstance which would invalidate the most valid original grant.—See Report of 20th February 1847, paragraphs 48 and 49, and note (vi.) on Konher Row's letter of the 3rd Rubbee-ool-Awul, recorded as No. 2 of the compilation submitted to Government with the Inam Commissioner's letter No. 579, dated 6th June 1848."

(xvii.) "The fact which Konher Row here finds himself obliged to admit is explained in notes (vii.), (ix.), and (x.) on his letter of the 3rd Rubbee-ool-Awul, alluded to in the preceding note."

(xviii.) "Konher Row's arguments on this point are those mentioned above in note (xi.). It is unnecessary to again recite the conclusive proof of their fallacy afforded by the evidence recorded in the Report of the 20th February 1847, as this has been duly appreciated by Government in the Revenue Secretary's letter to the Revenue Commissioner, No. 585, dated 27th January 1848."

(xix.) The Inam Commissioner considers it wholly unnecessary to take any notice of this request, as Konher Row has not, in any of his appeals or letters, put forward since the decision of his case in July 1847, produced one single proof or argument, tending to render questionable the justice of that decision."

(xx.) "This argument is merely a repetition of that disposed of above in notes (vi.) to (ix.)."

(xxi.) "This argument is a repetition of that noticed above in note (iii.)."

(xxii.) "By 'both Sirkars' Konher Row means either the Bombay Government and Raja of Kolapoor, or the Bombay Government and Collector of Belgaum. In either case, his assertion that the Bombay Government assented after a proper inquiry is incorrect."

and approved, and therefore this arrangement cannot be annulled for any reason. Wherefore I beg that you will be so good as to consider this with close attention, and 171
I request that my inam villages which have been attached may be restored to me.

"[8.] I formerly wrote to ask you to forward my English petition of the 16th April 1848 to Government, and you have replied that you have forwarded it. (xxiii.) I beg that you will take into consideration the matter of the petition in question when you report to Government about my inam villages; (xxiv.) and when an answer comes to the petition in question, be so kind as to inform me of it. Formerly, on the 24th September 1847, I sent an appeal petition to the Revenue Commissioner, which has probably been referred to you. (xxv.) In it an explanation of my proofs and argu- 172
ments is given. Be pleased to consider it, and write to Government to approve of my appeal in conformity with it.

"[9.] The duty now performed by the Inam Commission is properly the duty of the *Collector*, and it was on the *Collector's* report of his proceedings that the Governor in Council issued orders for receiving the Swamee's villages from us, and giving us in exchange for them the villages Mulapoor, &c. in the Padshapoor Talooka, which we accordingly received. It was then, after a complete investigation as to the Swamee's villages, that the exchange was made; and the documents, &c. recorded regarding it are in the Collector's office. (xxvi.) If you will kindly procure and examine them, you will 173
see that competent authorities of the Company's Government, namely the Governor in Council and the Collector, agreed to continue to us in perpetuity the inam villages Mulapoor, &c. There can, therefore, be no just grounds for making a new investigation. Government has instituted laws for the cherishing of its subjects. Consider this, and the custom of the country, and keeping in mind that what has once been agreed to by competent officers should not be subject to change, be so good as to write it in your report to Government.

"[10.] When my father gave up to the Company's Government the inam he had obtained from the Swamee, viz. the villages of Jaleekuttee, &c., and received in exchange for them the villages Mulapoor, &c., this was as if a mercantile bargain between 174
Government and us. In this bargain one article was bartered for another article, and it is right that both the giver and the receiver of each should put up with whatever profit or whatever loss may have accrued to him by the transaction. If it be objected to this argument that the present bargain has been an unequal one, still it is a bargain, and how can it be annulled? When once a bargain is completed, it can never be altered: this is an acknowledged principle in all countries. (xxvii.) We and the Company have completed a bargain: if the Company now, by the forcible exercise of its authority and

(xxiii.) "The petition was one of those forwarded with the Inam Commissioner's letter No. 549, dated 29th April 1848, viz. that in which Konher Row asserts the illegality of the Inam Commission."

(xxiv.) "As Government has already replied to Konher Row's petition of the 16th April by the message conveyed in Mr. Secretary Lumsden's letter No. 3267, dated 6th June 1848, it is useless for the Inam Commissioner to enlarge on its arguments as to the illegality of the Inam Commission; but he cannot help regretting that an Act of the Supreme Government has not hitherto been passed to facilitate its duties, and to render such imputations as Konher Row's impossible."

(xxv.) "The petition here alluded to was referred to the Inam Commissioner by the Revenue Commissioner, but as it did not contain any matter of real importance, it was returned to the Revenue Commissioner with a note to that effect. Its purport was precisely the same as that of the petitions since made by Konher Row direct to Government."

(xxvi.) "These papers were of course examined by the Inam Commissioner previous to his Report of the 20th February 1847. They afford no proof of what is asserted by Konher Row, but, on the contrary, show that neither his father's title nor that of the Swamee was investigated; and as for the Governor in Council and Collector agreeing to continue *in perpetuity* the villages given up, Mr. Reeves' 'inam puttr,' translated in note (xxxviii.) on that report, shows that nothing was said to Anajee Punt of the permanency of his future tenure, perhaps for the reason surmised in paragraph 14 of the Report."

(xxvii.) "Konher Row finds it convenient to forget that it is an equally acknowledged principle that bargains, to be binding, must be free from fraud."

mastership, should proceed to annul this bargain, we shall be left without remedy, because we are under the authority of Government. But let Government beware of admitting
175 into its intentions the plan of departing from its bargain. If Government takes to annulling its bargain and agreement once made, I have no remedy. In the case of subjects of Government, and others who have dealings with each other, and who may depart from their bargains in such dealings, should disputes occur regarding this and be brought before the place of justice, the authorities constituted by Government enforce the observance of the bargain and agreement once completed. Such being the established custom, if Government should in the abovementioned manner begin to act in subversion of it to my detriment, where can I find justice? Let Government, therefore, consider all that I have written above, and respecting its bargain once made, continue to me as
176 hereditary inam (xxviii.) my inam villages, Mulapoor, &c.

"[11.] I have thus stated the proofs and arguments of my case: it is your part to consider them, and, having made your report to Government, to obtain the release to my villages now under attachment. Let me frequently hear from you, and keep up friendship. What more can I write? &c."

23. In reply to the Inam Commissioner's Reports, &c. described in paragraphs 19 to 22, the Chief Secretary to Government addressed to him the following letter, No. 5572, dated 13th September 1849:—

"Sir,—I have been directed by the Right Honorable the Governor in Council to acknowledge the receipt of your two letters, Nos. 579 and 585, dated respectively the 6th and 20th June 1848, with their enclosures, relative to the claim of Konher Row,
177 son of Anajee Nursew Deshpandey, to hold as hereditary taxed inam the three villages of Punjunhuttee, Yedulgood, and Mulapoor, in the Padshapoor Talooka of the Belgaum Collectorate.

"2. In reply, I have been desired to transmit the accompanying copies of correspondence, as noted in the margin, from which you will perceive that Jaleekuttee and its two dependent hamlets, Jeewapoor and Rayapoor, which were sold by Shunkurbhartee, Swamee of Shunkeshwur, in 1839, to Anajee Nursew, and exchanged in 1842 for the above three villages belonging to the British Government, were included in the alienated villages respected by Mr. Nisbet, the Political Agent at Dharwar, in his letter of 18th April 1821.

From the Political Agent at Dharwar, No. 42, dated 18th April 1828, with enclosures in the Political Department.
To ditto, No. 593, dated 23rd May 1828.
To Political Agent Southern Mahratta Country, No. 4799, dated 4th August 1849, in the Revenue Department.
From ditto, No. 396, dated 13th August 1849, with enclosures.

178 "3. Under these circumstances, as the case is of considerable importance, I am instructed to request that you will be good enough to favour Government with any observations you may desire to offer on the new facts brought to your notice in the correspondence now transmitted to you.

"I have, &c."

24. The accompaniments of this letter were as follows:—

"No. 42 of 1828.

"Political Department.

"To W. Newnham, Esquire,
Chief Secretary to Government, Bombay.

"Sir,—The claims to inams in the Chickoree Talooka referred to me in your despatches of the 16th and 21st of February [Nos. 182, 211, and 213], being involved in a

(xxviii.) "Konher Row is much inclined to insist on Government blindly adhering to its bargain, without regarding the fact that this bargain was effected by virtual fraud on his father's part. He forgets that there is nothing in the terms of this bargain declaring the villages given to his father by Government to be *hereditary*;

general question, as to whether Government shall retain the whole benefit of the 2nd Article of the late Treaty with the Raja of Kolapore, which provides for his giving back 179
the Talookas of Chickoree and Manolee in the same state in which they were formerly ceded to him, or whether any subsequent grants are to be considered valid, I do myself the honour to submit a general statement, showing the total number of villages ceded by the Honorable Company; the number of inams in the enjoyment of the proprietors at the date of that cession; the number which, according to the strict letter of the Treaty, might have been resumed, but which I have allowed to remain in the possession of the proprietors, in consequence of their having been either restored at the suggestion of the British Government, or granted with its concurrency; and lastly, those which, being from their nature fairly resumable by the Raja, ought not, in my opinion, to be relinquished.

Vide 18 villages, Statement No. 1.

"2. These last I have divided into two classes, viz. 1*st*, lands conferred by Aba Sahib 180
Maharaj, the brother of the present Raja; and 2*nd*, grants by the latter, which have been again subdivided into what are said to have been 'ancient grants restored,' and what are 'admitted to be new.'

"3. The former of these last seem at first sight to deserve some attention; but as they are, without exception, held by subjects of the Kolapore State, and most of them by the Raja's immediate dependents, there appears to be no good ground for their being admitted. My answer to all has been, that as the Kolapore State conferred, it had a right to resume; that if the Raja wishes the grants to be continued, he may either transfer them to some other part of his territories, or make over an equivalent to the Government; and further, that as none of the claimants took any steps to prevent the 181
irregularities which led to the Treaty, it is perfectly just that they should share the fate of their master.

"4. Of this last description are Ballajee Bajee Row Chitnuvees,* and Hunmunt Row Abajee, *alias* Anajee Narain Furnuvees,† the two persons alluded to in your letters of the 21st of February last.

"5. The claim of the Nipaneekur's relation, referred to in your letter dated the 16th of February, though not exactly similar to the above, is evidently not such as the Government are bound to admit. The claimants are the widow and son of Morarrow Ghorepurre, who was an officer in the service of the present Raja, and who was killed [some say accidentally, some designedly,] by the Raja, while on a shooting party. The Nipaneekur has suggested, in the memorandum received with your letter, that in the 182
event of the village in question not being relinquished, 'another of the same value may be caused to be given in lieu of it'; but this, I have explained to him, the Government would not be justified in doing, and that his application must, therefore, be made direct to the Raja.

"6. As the claims under reply relate entirely to the Chickoree Talooka, and as the decision of Government in the one case would of course guide me in the other, it might, perhaps, have been sufficient only to have furnished a statement of the inams of that province; but in order to show, at one view, the whole value of the cessions, I further beg leave to request that you will lay before the Honorable the Governor in Council the accompanying Statement No. 2, giving the particulars of the Manolee Talooka. 183
The situation of the few claimants in this are, however, evidently not the same as those in Chickoree; and as they profess to have documents in their possession which they intend to bring forward, it is possible that I may hereafter have occasion to make a different report of them.

so that he might just as well have forborne to abandon the grounds of equity and good faith for those of special pleading on the 'letter of his bond,' which he has adopted as the foundation of his claim in this section of his letter, seeing that, whether he bases it on one or the other, his title must fall to the ground."

* "Vide Statement No. 3, of new grants by Aba Sahib Maharaj."

† "Vide Statement No. 3, of new grants by present Raja."

"7. From the particulars afforded by the above statements, it will be seen, that if Government were to act on any other principle than has here been submitted, the value of the cessions would fall short of the amount estimated in my letter of the 10th of November last, while at present there is a slight excess.

	Local Currency.	
	Rs.	*a.*
Aggregate revenue, as per accompanying statements.....	2,90,047	9
Estimated in letter to Chief Secretary, dated 10th Nov. 1827.	2,85,614	15
Excess	4,432	10

"I have the honour to be, &c.

(Signed) "J. NISBET,

"Political Agent.

"*Belgaon*, 18*th April* 1828."

No.		Villages.	Revenue of Current Fuslee, exclusive of Village Charges.	Total Villages.	Total Revenue, exclusive of Village Charges.	
			Local Currency.		Local Currency.	Bombay
			Rs. a. p.		Rs. a. p.	Rs. q. r.
	Number of villages ceded by the Honorable Company, as specified in the late Sir Thomas Munro's memorandum.....	..	.....	193		
	Deduct service entered..	..	.....	1		
	Remains.....	..	.....	192	325261 15 3	249821 2 81
	Deduct Inams.					
1	Old inams in the enjoyment of the proprietors at the time the district was ceded by the Honorable Company	35	60808 15 0			
2	Granted at the same time by the Honorable Company to Bhow Maharaj, then Prime Minister of the Raja	3	16102 6 0			
				38	76911 5 0	59922 0 31
	Remainder belonging to the Honorable Company, according to the literal terms of the Treaty	..	.....	154	248350 10 3	189899 2 50
	Deduct Old Grants restored at the suggestion of the late Sir Thomas Munro.					
1	Antajee Punt Nerleekur.....	6	8853 14 0			
2	Sedasheo Ramchunder Berkeehall	1	6639 3 0			
3	Goondé Row, Deshpandy Mullickwar.....	1	937 1 0			
	Nursing Ram Venktesh Arjoonwar	1	749 6 0			
		9	17179 8 0			
	New Grants by Aba Sahib Maharaj.					
1	Given up to Bhow Maharaj and Bawa Maharaj, as being included in the schedule of their possessions guaranteed by the Honorable Company.....	7	15964 4 6			
2	Given up to Ballajee Punt Nathoo, on condition of his abiding by the ultimate decision of Government, it being said that the grant was made with the knowledge and approval of the Honorable the late Governor, while Commissioner of the Deccan.....	2	4540 15 9			
		9	20505 4 3	18	37684 12 3	29013 1 6
	Remainder now in the possession of Government	..	.....	136	210665 14 0	160886 1 44
	Claims on account of Additional Grants conferred by Aba Maharaj (said to have been Ancient Grants restored).					
1	Raz Oopadeh, the Priest of the Raja's palace.	2	2918 13 9			
2	Regonant Josee Row, the Josee of the Raja's palace	1	1267 11 3			
3	Kedar Sing, Dewustan near Kolapore, and still under the jurisdiction of the Raja	1	727 10 3			
4	Kolapore Dewee, also under the Raja's jurisdiction	1	719 7 6			

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No.		Villages.	Revenue of Current Fuslee, exclusive of Village Charges.			Total Villages.	Total Revenue, exclusive of Village Charges.					
			Local Currency.				Local Currency.			Bombay		
			Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	*Rs.*	*q.*	*r.*
5	Hunmunt Row Nimbalkur, a nephew of His Highness the Raja	8	9020	0	3							
6	Casseekur Bhawa, a subject of Kolapore, where he has a Mutt	1	858	2	6							
						14	15511	13	6	12096	0	56
	(Acknowledged to be New Grants.)											
1	The Sunkeswere Swamy	2	704	8	0							
2	Sadasewa Row Josee, a Surinjamedar of 10 horse in the service of the Raja	5	4138	8	0							
3	Balajee Row Cheetnuvees, the Raja's Chief Secretary	1	1474	11	3							
						8	6317	11	3	4869	3	75
	Grants conferred by the present Maharaj (said to have been Ancient Grants restored).											
1	Hybut Row Gaikwar, a Surinjamedar of the Kolapore State	1	5671	0	9							
186 2	Ramdasee Sirgaonkur, a subject of Kolapore, where he has a Mutt	1	648	8	0							
3	Tooljapoor Dewee	1	462	12	0							
	Jejooree Dewustan	1	471	10	9							
4	Sree Sekher Singnapoor, a Dewustan belonging to the Kolapore State	1	2	8	0							
5	Ambabaee Deoghur, the Raja's household goddess	1	4137	15	6							
6	Antajee Eshwunt, *alias* Rowjee Waknuvees, late Vakeel on the part of the Raja	1	592	10	0							
						7	11987	1	0	9158	1	50
	(Acknowledged to be New Grants.)											
1	The Sunkeswere Swamy, including Goorgunhatty Warree	1	751	12	0							
2	Cunde Row Bhosle, a distant relation of the Raja, and an officer in his service	1	3864	15	9							
3	Anajee Narain, Amildar of Punnala	2	1883	0	0							
4	Heeroo Pindaree and his associates	5	785	1	3							
5	Dadajee Salonke, a Sillidar in the service of the Raja	1	501	13	0							
6	Buchacharre Pundit Row, one of the late ill-advisers of the Raja	2	1465	1	3							
7	Khissen Row Gurde, the celebrated promoter of all the Raja's late excesses	1	533	0	0							
8	Jeejojee Row Khanwelkur, a distant relation of the Raja, and an officer in his service	1	1231	8	6							
187 9	Appajee Row Zadow, *alias* Bawa Sahib Surnowbut, an officer in the service of the Raja.	3	2504	3	6							
10	Chundojee Row Ghorepurre, an officer in the service of the Raja	2	949	12	0							
11	Ramsing Hazaree, one of the Moolmundlee, or youthful associates of the Raja	1	362	0	9							
12	Appajee Row Zadow, an officer in the service of the Raja	1	706	9	0							
13	Bucheram Ghorepurre, another of the Moolmundlee	1	885	2	0							
14	Babajee Row Jegdalle, another of the Moolmundlee	1	307	4	0							
15	Rhada Baee Ghorepurre, whose husband was accidentally killed by the Raja, a relation of the Nipaneekur, and the person in whose behalf his Vakeel lately petitioned the Honorable the Governor	1	1516	3	9							

No.		Villages.	Revenue of Current Fuslee, exclusive of Village Charges.			Total Villages.	Total Revenue, exclusive of Village Charges.					
			Local Currency.				Local Currency.			Bombay		
			Rs.	a.	p.		Rs.	q.	p.	Rs.	q.	r.
16	Yeshwunt Row Sinde Havaldar, an officer in the service of the Raja	1	2570	3	3							
17	Kolapore Dewee.....	1	1656	10	9							
18	Bal Khisten Baboo Row, Vakeel on the part of the Raja	1	462	0	0							
19	Anund Row Trimbuck, Vakeel on the part of the Raja	1	753	4	0							
20	Ram Row Pullooskur, another of the Moolmundlee [deceased], now held by his son ..	1	60	0	0							
21	Wittee Kusbeen, a Dancer in Kolapore	2	1031	4	0							
22	Mooneah Naiknee, a Dancer in Kolapore ..	1	365	12	0							
23	Venkut Nursee, ditto ditto ..	1	518	12	0							
						33	25665	2	9	19764	2	62
	Total value of grants subsequent to the Honorable Company's cession	..	.....			62	59481	12	6	45889	0	44

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" (E. E.)

(Signed) " J. NISBET, Political Agent.

" *Camp at Belgaon, 18th April* 1828."

" MANOLEE.

No.		Villages.	Revenue of Current Fuslee, exclusive of Village Charges, and of " Jooree" which would be payable to the Govt. were the six first Villages given up.			Total Villages.	Total Revenue, exclusive of Village Charges.					
			Local Currency.				Local Currency.			Bombay		
			Rs.	a.	p.		Rs.	a.	p.	Rs.	q.	r.
	Total number of villages ceded to the Raja in Fuslee 1227	..	.....			82	86519	7	6	67593	1	25
	Deduct—											
	Inams in the enjoyment of the proprietors at the date of the Honorable Company's grant.	..	.....			16	7137	12	6	5576	1	44
	Remainder now in the possession of Govt....	..	.....			66	79381	11	0	62016	3	81
	Claims on account of Additional Grants conferred by Aba Sahib Maharaj (said to have been Ancient Grants restored).											
1	Bhogapah Naik, Dessai of Sutteegeree [a subdivision of Manolee].....	3	444	4	3							
2	Verabudrapah, Dessai of Moorgoor [a subdivision of Manolee]	1	1320	1	0							
3	Verabudrapah Dessai, a relative of the above.	2	1857	13	0							
						6	3622	2	3	2829	3	18
	(Acknowledged to be New Grants.)											
1	Luckmun Row Sinde Torgulkur	2	1800	0	0							
						2	1800	0	0	1406	1	0
	Total value of grants subsequent to the date of the Honorable Company's cession	..	.....			8	5422	2	3	4236	0	18

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" (E. E.)

(Signed) " J. NISBET, Political Agent.

" *Camp at Belgaon, 18th April* 1828."

"No. 593 OF 1828.

"To the POLITICAL AGENT,
Dharwar.

"SIR,—I am directed to acknowledge the receipt of your despatch, dated the 18th ultimo, No. 42, together with statements showing the total revenue, and the number of
190 inams in the enjoyment of the proprietors of the Talookas of Chickoree and Manolee, ceded by the Raja of Kolapore to the British Government, and to acquaint you that the principles by which you propose the British Government should be guided relative to the inams in the resumed districts appear to the Honorable the Governor in Council just and expedient. You are accordingly authorised to carry into effect the plan recommended in your letter.

"I have the honour to be, &c.
(Signed) "W. NEWNHAM,
"Chief Secretary to Government.

"*Bombay Castle, 23rd May* 1828."

"No. 4799 OF 1849.

"TERRITORIAL DEPARTMENT,
REVENUE.

"To J. D. INVERARITY, Esquire,
Acting Political Agent Southern Mahratta Country,
and Acting Collector of Belgaum.

191 "SIR,—Adverting to the letter from Mr. Nisbet, Political Agent at Dharwar, No. 42, dated the 18th April 1828, to the address of Mr. Chief Secretary Newnham, in the Political Department, I have been directed by the Right Honorable the Governor in Council to request that you will have the goodness to ascertain, after consulting the lists on which the statements therewith submitted were framed, whether the three villages sold by Shunkurbhartee, Swamee of Shunkeshwur, in 1839, to Anajee Nursew, and exchanged in 1842* for others belonging to the British Government, were among the alienations respected by Mr. Nisbet.

"I have the honour to be, &c.
(Signed) "A. MALET,
"Chief Secretary to Government.

"*Bombay Castle, 4th August* 1849."

192 "No. 396 OF 1849.

"From J. D. INVERARITY, Esquire,
Acting Political Agent Southern Mahratta Country,

"To the CHIEF SECRETARY TO GOVERNMENT,
Bombay.

"*Dated 13th August* 1849.

"SIR,—I have the honour to acknowledge the receipt of your lettter No. 4799, of the 4th instant, in which I am directed to ascertain whether the three villages sold by Shunkurbhartee, Swamee of Shunkeshwur, in 1839, to Anajee Nursew, and exchanged

* "Vide Mr. Chief Secretary Reid's letter to the Acting Collector of Belgaum, in the Revenue Department, No. 819, dated 19th March 1842."

in 1842 for others belonging to the British Government, were among the alienations respected by Mr. Nisbet in his letter No. 42, dated the 18th April 1828.

"2. In reply, I beg to annex a translation of those portions of the detailed statements, of which an English abstract accompanied Mr. Nisbet's letter above quoted, which have reference to the alienations respected by that officer. 193

"3. Mr. Shaw's letter, without number, of the 3rd December 1841, to the address of Mr. Acting Secretary Blane, makes mention of the *three villages* of Jaleekuttee, Jeewapoor, and Rayapoor, [being those purchased from the Swamee of Shunkeshwur,] which Anajee Nursew wished to exchange for British villages. The statement which accompanies this letter gives the revenue of the village of Jaleekuttee, *with its muzzras or hamlets* of Jeewapoor and Rayapoor. The entry in the statement is correct, there being in fact one village, with two dependent hamlets, instead of three distinct villages, as expressed in Mr. Shaw's letter, already quoted.

"4. In Mr. Nisbet's detailed list, the village of Jaleekuttee is entered among the respected alienations, which form the sixteen inam villages of Manolee [Statement No. 2] in the enjoyment of the proprietors at the date of the Honorable Company's 194 grant of the talooka to the Raja of Kolapoor in Fuslee 1227, A. D. 1817-18.

"I have the honour to be, &c.

(Signed) "J. D. INVERARITY,

"Acting Political Agent, Southern Mahratta Country.

"*Political Agent's Office, Belgaum, 13th August* 1849."

"MEMORANDUM.

"*Statement No.* 1.—*Talooka Chickodee.*

	Villages.	Amount in Local Currency. Rs. a. p.
"A. Old inams in the enjoyment of the proprietors at the time the district was ceded	35	60808 15 0

	Villages.	Rs.	a.	p.
Dessaee of Wuntmooree	5	9793	0	9
Nadgowda of Modehully	1	618	0	0
Dessaee of Nanadee	4	2976	3	0
Do. of Neppanee	3	6526	5	0
Inamdar of Bhookte Alloor	1	298	10	0
Swamee of Sunkeshwur :—				
½ Share in the village of Kumutnoor 1 Shapoor 1 Gownall 1 Sunkeswer 1 Unklay	4½	13152	8	9
½ Share Kumutnoor Deshpandey	½	1047	8	0
Inamdar of Potgaon	3	1651	6	0
Do. Baba Maharaj	3	2998	6	0
Do. of Bustwur	3	2007	15	9
Swamee of Sawanoor	1	1329	8	0
Inamdar of Pangeray	1	510	8	0
Do. of Munkapoor	1	1876	2	3
Do. of Kullolee	1	3141	5	3
Do. of Bognee Muntree	1	7000	0	0
Veerbhudra Deo Erroor	1	3750	0	0
Inamdar of Neij	1	2131	8	0
	35	60808	15	0*

* Should be Rupees 60808-14-9.

	Villages.	Amount in Local Currency. Rs. a. p.
195 "B. Old grants restored at the suggestion of the late Sir Thomas Munro	9	17179 8 0

Antajee Punt Neerleekur :—

	Villages.	Rs.	a.	p.
1 Awurgolee, 1 Bombutwad, 1 Nedsosee, 1 Neerlee, 1 Girgaon, 1 Amungee	6	8853	14	0
Inamdar of Bedkehal, Ramchender Row	1	6639	3	0
Do. of Mulleekwar Gonderow	1	937	1	0
Do. of Arjoonwar, Nursingrow Venkutesh	1	749	6	0
	9	17179	8	0

"*Statement No. 2.—Talooka Munolee.*

	Villages.	Amount in Local Currency. Rs. a. p.
"C. Inams in the enjoyment of the proprietors at the date of the Honorable Company's grant	16	7137 12 6

Sree Dixit :—

	Villages.	Rs.	a.	p.
1 Badlee, 1 Nudvinhully, 1 Boodguttee	3	702	13	3
Shree Sunkeshwur Swamy Jaleekutty	1	682	14	9

Neelkunt Row Sinday Kopekur :—

1 Herekope, 1 Chickope, 1 Bhogojeekope, 1 Dasmall, 1 Itmal, 1 Melekerry, 1 Moogleebul	7	4080	10	0
Hunmapa Naek Goorvunkole	1	32	6	6
Buswuntapa Dessaee of Mootwar	1	634	1	3
Peetambar Naik of Ingulgee	1	19	1	6
Sewlingapa Nadgowda of Roodrapoor	1	675	15	9
Goornath Lingo Kotoor	1	104	10	0
Inam lands of Deshpandey of Purgunna Manolee	..	205	3	6
	16	7137	12	6

"[True translation]

(Signed) "J. D. INVERARITY,

"Acting Political Agent Southern Mahratta Country.

"[True copies]

(Signed) "A. MALET,

"Chief Secretary to Government."

196 25. After consideration of the letter and correspondence described in paragraphs 23 and 24, the Inam Commissoner submitted to the Secretary to Government the following Report, No. 1295, dated 24th November 1849 :—

"Sir,—I have the honour to acknowledge the receipt of the Chief Secretary's letter, No. 5572, dated 13th September 1849, and, as therein directed, to offer the following observations on the circumstances under which the village of Jaleekuttee and its hamlets were allowed by Mr. Nisbet to remain in the possession of the Shunkeshwur Swamee, after the resumption of the Chikoree and Munolee Talookas from the Kolapoor Raja, in A. D. 1827.

"2. From the Chief Secretary's letter, it would appear that the Right Honorable the
197 Governor in Council is disposed to attribute some importance to the fact that Mr. Nisbet allowed Jaleekuttee, &c. to remain in the Swamee's possession, and that it is included [though not by name] among the sixteen villages which he reported to have been inams

in the enjoyment of the proprietors at the date of the Honorable Company's 'grant' of the Munolee Talooka to the Kolapoor Raja, which occurred in A. D. 1817-18.

"3. Even if Mr. Nisbet's supposition that this was the fact had been the result of any investigation made by him, it would be clear that he had been grossly deceived; for the evidence of the Coolkurnee, and the accounts produced by him, as described in paragraphs 41 and 42 [and notes] of the Inam Commissioner's Report of the 20th February 1847, as well as the evidence mentioned in paragraphs 43, &c. of the same Report, show that Jaleekuttee, Jeewapoor, and Rayapoor were not only properly khalsat, but actually 198
managed as such up to *and for some time after* Sir Thomas Munro's transfer of Munolee to the Raja.

"4. But in the letter No. 42, dated 18th April 1828, from Mr. Nisbet to the Chief Secretary, which was approved of in general terms by Government, it is said by Mr. Nisbet, in the close of his 6th paragraph, that—

> "'The situation of the few claimants in this [Munolee Talooka] are evidently not the same as those in Chickoree; and as they profess to have documents in their possession which they intend to bring forward, it is possible that I may hereafter have occasion to make a *different* report of *them*.'

"This shows that Mr. Nisbet considered that his investigation into the tenure of the 199
alleged inams in Munolee was still *to be* completed; and the Mahratta records of his office prove that at a subsequent date, an inquiry into the tenure of the villages, included in the 2nd accompaniment of his letter to Government above mentioned, was still pending, though its completion was neglected at the time,* and appears to have been forgotten afterwards.

"5. In approving of Mr. Nisbet's arrangements, Government did so only in general terms, and on the assumption that his report was correct; but there is nothing on record which can be construed as a guarantee for the continuance of *any* of the villages alluded to by Mr. Nisbet; much less one held in such a fraudulent manner as Jaleekuttee.

"6. I have, therefore, the honour to submit, as my opinion, that there is nothing 200
in the correspondence sent for my inspection with the Chief Secretary's letter under reply, which can reasonably affect the merits of Konher Row's claim to the exchanged villages, [Mulapoor, Punjunhuttee, and Yedulgood,] already treated of at length in my Report [without number] of the 20th February 1847, and my letters Nos. 549, 579, 585, and accompaniments.

"I have, &c."

26. On the 31st March 1852, the Secretary to Government addressed to the Inam Commissioner a letter, No. 2258, from which the following is an extract:—

"Government deemed it expedient to delay disposing of the case relative to certain inams of Konher Row Anajee until the passing of the proposed law for the adjudication of claims to such estates.

"2. As the law referred to has now been passed as Act XI. of 1852, I have been 201
directed to return to you the whole of the cases, as per margin, in order that they may be decided by you according to that law. Government have now nothing to do in these cases, except they come before them in appeal."

Letter from you, No. 589, dated 23rd June 1848, with accompaniments.
Ditto ditto, No. 590, dated 26th June 1848, with accompaniments.
Ditto ditto, No. 1295, dated 24th November 1849.

27. One of the cases returned with this letter was that of Konher Row's claim to Mulapoor, Punjunhuttee, and Yedulgood, to which this Recapitulation relates.

W. HART,
Inam Commissioner.

Singhur, 5th April 1852.

* "N. B.—Some of the villages have since been resumed, as they were found to have been fradulently alienated."

RECORD OF PROCEEDINGS

OF THE

INAM COMMISSIONER,

Held in pursuance of the Instructions conveyed in the Government Letter No. 2258, *dated* 31*st March* 1852,

WITH REGARD TO

THE CLAIM OF KONHER ROW ANAJEE TO HOLD AS INAMDAR, IN PERPETUITY, THE VILLAGES MULAPOOR, PUNJUNHUTTEE, AND YEDULGOOD, IN THE PADSHAPOOR TALOOKA.

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[N. B.—The figures in the margin of this Record with R. prefixed refer to the MS. folios of the preceding Recapitulation, drawn up on the 5th April 1852.]

RECORD OF PROCEEDINGS, 1

&c. &c.

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1. The Inam Commissioner in the Southern Mahratta Country passed a decision, No. 4, dated 14th July 1847, declaring the above villages resumable as khalsat. This decision was reported for the final orders of Government, which, however, were not issued, but the case was returned with the above Government letter, for disposal under Act XI. of 1852, which had meanwhile become law. R.pp. 94 -99. R.pp.102 -107. 2 R.pp.200 201.

2. The circumstances under which the Inam Commissioner determined on the mode in which this case should now be taken up by him are described in paragraph 2 of his Record of Proceedings closed on the 4th February 1853, in the case of Konher Row's claim to the villages Kublapoor, &c. and twenty separate pieces of land.

3. On the 27th November 1852 the Inam Commissioner addressed to Konher Row the following letter, No. 1321 :—

"Sir,—I have the honour to acknowledge the receipt of your letter dated 15th Mohurrum [29th October 1852], in reply to my Mahratta letter No. 661, dated 23rd 3 September 1852, in which you request me to correspond with you in the English language, and promise to send within two months a statement in reply to the requisition which may be made by me.

"2. It appears that in a decree, No. 4, dated 14th July 1847, a copy of which was duly delivered to you, the Inam Commissioner in the Southern Mahratta Country recorded his opinion, that it would be improper to continue to you as hereditary inam the villages Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, in the Padshapoor Talooka.

"3. A copy and translation of the decree in question are annexed.

"4. I beg to inform you that I shall be ready to receive from you, or your autho- 4 rised agent, any statement which you may cause to be presented to me on or before Tuesday the 25th January 1853, showing reason for reversing or altering the decision recorded in the above decree, and that I shall on that day, or as soon afterwards as practicable, proceed to review the decree, and to uphold, reverse, or modify its terms, whether or not I receive the statement now requested.

"I have the honour, &c."

4. The English accompaniment to this letter was as follows:—

"*Translation of Decree of the Inam Commissioner, &c. No.* 4 *of* 1847, *in the* 5 *Belgaum Collectorate.*

"Mouza Mulapoor, Mouza Punjunhuttee, and Muzzra Yedulgood, in the Padshapoor Talooka, are now held as inam by Konher Row Anajee, having been made over to his father, Anajee Nursew, under the directions of Government, contained in a letter No. 819, dated 19th March 1842, in exchange for Mouza Jaleekuttee, Muzzra Jewapoor, and Muzzra Rayapoor, in Talooka Purusgur. Nothing is said in the above letter of Government as to the length of time during which the villages then made

over are to be continued, the order for their transfer being altogether indefinite. The
6 Inam Commissioner has, therefore, come to the conclusion, that the claimant's title to the villages received in exchange from Government must be looked upon as *exactly the same as the title he may have had to the villages Jaleekuttee, Jeewapoor, and Rayapoor;* and, having done so, sees the following reasons for rejecting the claim of Konher Row Anajee to the villages in question, viz:—

"1*st.*—Mouza Jaleekuttee, Muzzra Jeewapoor, and Muzzra Rayapoor, were assigned by the Shunkeshwur Swamee, under a deed declaring them hereditary, to Anajee Nursew, and another Sowkar, Bapoojee Sudasew Sooktankur, the latter of whom subsequently gave up his right to Anajee Nursew, who thus
7 obtained the sole possession of the village and its two muzzras from the Swamee. But Government had not given its permission for this transaction.

"2*nd.*—Supposing, however, it were proper to recognise Anajee Nursew's right over the villages to be the same as that previously belonging to the Swamee, the Swamee's Karbharee, Seewurambhut Latkur, who has been examined, has deposed that the village Jaleekuttee and its two hamlets were granted to the Swamee in Raj Abishek Shuk 123, Null Sunwutsur [A. D. 1796-97], by the Raja of Kolapoor; and in accordance with this Konher Row Anajee has produced two original letters of the Raja's, which had come into his possession
8 from the Swamee. But entries in the dufturs of the Paishwa's Government, and that of Kolapoor, show that this grant did not take effect; and there is conclusive proof, that up to the close of the Paishwa's rule, no competent authority ever gave permission for continuing the villages as inam.

"3*rd.*—After the Paishwa's fall, Sir Thomas Munro took the Munolee Talooka, and made it over to the Raja of Kolapoor; from whom it was afterwards resumed by the Honorable Company's Government, in A. D. 1827. The fact that in the meanwhile the villages [Jaleekuttee, &c.] were held by the Swamee, gives him no title to them as Inamdar; for such title is precluded by the terms
9 of the Treaty concluded between the Honorable Company and the Raja of Kolapoor.

"4*th.*—From what has been stated in the three preceding paragraphs, it is seen that at the time when the Shunkeshwur Swamee assigned Jaleekuttee with its hamlets to Anajee Nursew, he himself had no valid title to it as his inam. This being the case, Anajee Nursew could not have obtained from him any such title; and, therefore, he could not have any valid title as Inamdar to the villages and hamlet he got in exchange for it.

"For these reasons, it appears that Government was in no way bound to continue, as it did, to Anajee Nursew, during his life, the villages Mouza Mulapoor, Mouza
10 Punjunhuttee, and Muzzra Yedulgood; and as the Inam Commissioner is of opinion that it would certainly be improper to continue them to his son, like an hereditary inam, he decides that the said villages Mulapoor, Punjunhuttee, and Yedulgood, be treated as Government khalsat villages.

"This decree will not prevent Konher Row Anajee, if he thinks proper to do so, from calling upon the Shunkeshwur Swamee to make good any loss he may have suffered from the sale to his father, Anajee Nursew, of the villages Mouza Jaleekuttee, and its Muzzras Jeewapoor and Rayapoor, as inam, though not truly so.

(Signed) "W. HART,
"Commissioner."

11 5. Mr. Dickenson, as Mooktiar appointed by Konher Row to conduct his claims, has forwarded the following Remonstrance, dated 24th Jan. 1853, against the decision of the Inam Commissioner in the Southern Mahratta Country, above set forth:—

"The case of Konher Row Anajee Deshponday, respecting his Claim to the Villages Mouzas Mulapoor, Punjunhuttee, and Muzzra Yedulgood, in the Padshapoor Talooka.

"The premises will not justify the conclusion.

The Enam Commissioner's decree proceeds on the following grounds:—

The Commissioner considers, that as these three villages were received from Government in exchange for three other villages made over to Government by the claimant's father, and the letter of Government says nothing respecting the time during which the villages thus made over are to be continued, therefore the title to the villages received in exchange from Government must be the same as the title which he may have had to the villages given up to Government.

"The Commissioner admits in this argument, that if Government had in their letter made over the villages in express terms in perpetuity to Konher Row's father, no 12
question could have arisen respecting the claimant's right to retain his villages. It would not be proper now in 1852 to reinvestigate the title which in 1842 was accepted by Government as sufficient to warrant their giving an estate in perpetuity in exchange for that given up. If they did not in 1842 object to Annajee's claim to be the owner of an heritable estate, they ought not in 1852 [in the absence of all fraud in the transaction] to retrace their steps, and annul the arrangement. If, instead of land, Government had given money as a substitute for the village, they could not ask for a refund of a part of the purchase money because they paid for an estate in perpetuity, and the vendor 13
had a less estate. But the letter of Government of 31st March 1842 cannot be said to be indefinite, in the sense used by the Enam Commissioner. The commencement of the order distinctly recites that these enam villages, formerly the Swamee's, were given by him to Annajee. The first clause calls the three villages given up 'your three enam villages'; the second most distinctly says that the Government, *giving in enam three villages* in exchange, have directed the Assistant Collector to put you in possession. There cannot be stronger language used: the three Swamee's villages are admitted to have been Annajee's enam villages—not that Annajee had some limited interest in them. The three new villages are given in enam to Annajee— 14
not for a limited period, but as his own, to do with what he likes, without limitation. It is not a grant by Government as a favour or a benefit, but an exchange—one property taken, another given up. It is a question of intention what was then understood to be given on the one side and on the other. Annajee was not claiming a limited interest in the villages, but to be the Enamdar—the absolute owner; and that title is accepted, and another property is given. Suppose Annajee had mortgaged or sold the villages: would any mortgagee have dreamt, that after Government had once admitted the villages were his, they would turn round ten years after and say that they 15
were not—that they made a mistake? The case is in no degree altered because the villages have not been sold. It is, therefore, confidently submitted, that if Government had any claim of resumption like that now set up by the Enam Commissioner, they should have made it then: but they then admitted that the Swamee's villages were enam; that they belonged to Annajee. They dealt with him on that footing: they accepted his title, which was that of a purchaser of an estate in perpetuity from the Swamee; and to alter now the character of his property would be to do a grievous injustice. Any person reading the paper of 1842 would have told Annajee: You at 16
all events are safe, whatever other Enamdars may be, for your enam has been recognised, not by a subordinate officer of Government, but by the Government itself. It must be remembered that the Enam Commissioner is bound to protect the property of claimants. Government have obtained an Act quite contrary to the spirit of all regulations and statutes for quieting long possessions. They are the judges in appeal in their own cases; they are the framers of their own law: and instead of appearing as plaintiffs in a court of law, to oust rights of long standing, and possessions which all the usual limitations of time would cover, they force the actual possessors 17
of land into the unfavourable position of plaintiffs. The law is quite unilateral: it is

very arbitrary as regards the owners of land, who have been in undisturbed possession for years; and, therefore, it is, according to the well known principles of interpreting statutes, to be expounded most strictly, and in no degree to be enlarged and extended; and it becomes the duty of the Enam Commissioner to be very careful of the rights which the Government, after long acquiescence, are seeking to disturb. Moreover, in questions of this nature it is almost essential, in order to prevent gross injustice,
18 to take into consideration the relative positions of the two parties. Government came into their rights, whatever they are, in 1827. Twelve years afterwards, Annajee purchases the villages from a person who was in possession as recognised Enamdar. Annajee had no means of seeing the Paiswa's or Kolapoor dufturs, but was satisfied by a genuine sunnud of the Swamee's original title; and it is now said, ten years later, that the Swamee was in possession without any title at all—a mere trespasser. No court of law would hesitate in declaring, that between parties so situated the claimant was entitled to most consideration. Moreover, the consequences of an ad-
19 verse decision are so serious to the holder, who has been brought up on the faith of a certain inheritance being his, and has been confirmed in that faith by the conduct of Government; and of such little consequence to the Government, who have never been influenced by the idea that the property now claimed belonged to them, that the judgment should incline to the former. There can be no doubt how a court of law would decide if this were a case between individuals; and Government is certainly not entitled to greater consideration than private individuals. The principles of law and justice are universal.

"This objection apears quite untenable. If the villages belong to the Shunkeshwur Swamee, he had a full right to sell them. The Government, as such, could not interfere, and the permission of the Government is not necessary for a purchase and sale of landed property. Without knowing the grounds on which the Government, or the Enam Commissioner on behalf of Government, claim a right to have a voice in dealings by the owner of the property, it is difficult to meet this argument. If the Government consent were necessary, that would only invalidate the conveyance, and entitle the seller to get back the property sold; but he could not do so without repaying the money he had received for the sale. The Government can have no authority to
21 interfere and seize the property. Moreover, in 1842, it was brought to the notice of Government that Annajee was the owner by purchase of the Shunkeshwur Swamee's enam villages. They are called the enam villages obtained from the Swamee; and if they did not then object, their right to object, supposing it to have ever existed, has passed away, and they cannot now avail themselves of it. It is, however, denied that Government have any power to object to a sale of property by one owner to another.

20 The Enam Commissioner then objects to Annajee's title as a purchaser in perpetuity from the Shunkeshwur Swamee, on the ground that Government did not give its permission to the sale.

"I feel it difficult to meet this paragraph, as I have not by me the deposition of the Karbharee Sewram, nor copies of the entries of the Paishwa's and Kolapoor dufturs, referred to. These latter entries, if relied on, should, it is submitted, have been set out in the judgment. The following facts, however, appear clear:—

"A sunnud was granted by the Kolapoor Raja to the Swamee in A. D. 1796-97. It is presumed that this sunnud is admitted to be genuine. The sunnud itself, the letter to the village officers, the depositions of Bhavoo Nagojee Deshponday, and of the Dessaye of the Purgunna, of Yadowrow Nisbut Dessaee, of Jitto Nagojee Deshponday, of Soodra Tya Roodrapa, of Ramapore Coolkurnee, of Bajee Row

22 "*2nd.*—Supposing, however, it were proper to recognise Anajee Nursew's right over the villages to be the same as that previously belonging to the Swamee. The Swamee's Karbharee, Sewurambhut Latkur, who has been examined, has deposed that the village Jaleekuttee and its two hamlets were granted to the Swamee in Raj Abishek Shuk 123, Null Sunwutsur [A. D. 1796-97], by the Raja of Kolapoor; and in accordance Konher Row Anajee has produced two
23 original letters of the Raja's,

which had come into his possession from the Swamee. But entries in the dufturs of the Paishwa's Government, and that of Kolapoor, show that this grant did not take effect; and there is conclusive proof that up to the close of the Paishwa's rule no competent authority ever gave permission for continuing the villages as inam."

Bullall, Rugho Jughnath, and Sukharam Abajee, and of Govind Ballajee, all establish this. Moreover, it is not suggested how the Swamee came into possession, if not under a sunnud. If the sunnud be genuine, it is quite immaterial whether in fact possession was had uninterruptedly under it or not. The districts of Chickoree and Munowlee [in the latter of which these villages are situate] seem to have been the subject of much dispute and fighting. These were, I believe, part of the territory of Kolapoor, and by Treaty, 1st October 1812, between the British Government, the Paishwa, and the Raja of Kolapoor, they were made over to the Peishwa. By the Treaty between the British Government and the Raja of Kolapoor, of 24th January 1826, 24
Article 4, they are said to have been transferred by a sunnud from Sir Thomas Munro to the Raja of Kolapoor, and are confirmed to the Raja, who is to observe the rights of all *Enamdars;* and by the Treaties of 5th November 1827, Article 2, and 15th November 1829, Article 2, they are resumed by the British Government. The question to determine is, whether in 1796 the Kolapoor Raja was the sovereign of these districts, and whether his sunnud is a genuine one. It would be a gross act of injustice in the British Government, succeeding to the Raja of Kolapoor's territory, to annul rights created by the Raja during his sovereignty, and recognised by him. The 25
present argument is addressed to the 3rd paragraph of the Enam Commissioner's judgment; but I do not waive my right as against the British Government of contending, that even if the title derived from the Kolapoor Raja were questionable, it is competent for the British Government, after what has passed, to oust a person who has had undisturbed possession for so long. Suppose the question were now between the Kolapoor Raja and the Swamee, could the Kolapoor Raja, in the face of his sunnud, resume the enam? If he could not in justice do so, it must be shown that the British Government have a larger claim than the Raja, to whom they succeeded. 26
By the Treaty of January 1826, the Kolapoor Raja was bound to respect the Swamee's rights as an Enamdar. It must be shown by the British Government why the obligation does not pass to them with the resumption of the districts. The British Government did not surely dictate a rule of equity to the Kolapoor Raja which they will not carry out themselves? It appears that the Nepaunkur, a dependent of the Paishwa's, had seized the district of Munowlee, and documents are produced, one from Lingo Mulhar, the Mamlutdar of the Nepaunkur, one from Ramchunder Mulhar, Mamlutdar of Munowlee, to the village 27
officers, and two from the same person to the Swamee. The Enam Commissioner does not state his opinion as to the genuineness of these documents. I may, therefore, assume that their genuineness is admitted. These prove, that when the Nepaunkur got possession of Munowlee, and harrassed the Swamee, he appealed to the Peishwa, and obtained redress. It is contended, that whether redress was obtained or not is immaterial. The fact that the Swamee claimed to be an Enamdar, under a sunnud from the Kolapoor Raja, is the only question of importance. The district of Munowlee passed under various successive sovereignties—the Raja of Kolapoor; the Paishwa; the Raja of Kolapoor; and the British Government. Each 28
sovereign in succession was competent to grant enams in perpetuity: the Peishwa, or his servant the Nepaunkur, might disregard one granted by the Kolapoor Raja. The Nepaunkur, in fact, took forcible possession of Munowlee. But, be this as it may; though a Native despotic Government might disregard all grants of this nature found existing at the time it succeeded by conquest to a territory, this principle cannot be recognised as just. But the Paishwa's Government succeeded under treaty, to which the British Government was a party, and could not so disregard a vested right; but even if the Peishwa's Government disregarded a sunnud from the Raja of

29 Kolapoor, which it is contended on the evidence it did not, when in 1826 the territory reverted to the Kolapoor Raja, he could not repudiate his own sunnud of 1796; and it is immaterial whether in 1796 the Kolapoor Raja had or had not the right to grant the sunnud. In 1826 he had the districts in full sovereignty [Article 4 of Treaty of 24th January 1826], and this would alone give validity to a grant made by him or his ancestor in 1796. It is, therefore, contended, that if the sunnud of of 1796 is genuine, the title of the Enamdar is clear and indisputable. The expression used by the Enam Commissioner at the end of paragraph 2, that no competent
30 authority gave permission for *continuing* the villages as enam, seems to admit that they were originally competently granted, but the possession interrupted. That there was some interruption was most likely, from the state of the country; that it was short, is proved by the witnesses; and that the possession existed at the time when the British Government obtained possession of the territory, and has continued since that period uninterruptedly, are circumstances which ought not to be set aside, unless a strong case is made against the claimant.

" This seems to admit, that during the period of the Kolapoor Raja's possession, between 1825 and 1827, the Swamee had possession as Enamdar.

"3*rd*.—After the Paishwa's
31 fall, Sir Thomas Munro took the Munolee Talooka, andmade it over to the Raja of Kolapoor; from whom it was afterwards resumed by the Honorable Company's Government in A.D. 1827. The fact that in the meanwhile the villages [Jaleekuttee, &c.] were held by the Swamee, gives him no title to them as Inamdar, for such title is precluded by the terms of the Treaty concluded between the Honorable Company and the Raja of Kolapoor."

" The language of the Treaty of 1827 here referred to is, it is presumed, that of Article 2, viz:—'It therefore becomes necessary that His Highness should give back to the British Government the said talookas [those of Chickoree and Munowlee] in the same state in which he received them, and His Highness hereby agrees to do so'; and the same language is used in the Treaty of 15th January 1829. It is supposed that the Enam Commissioner contends that this language would preclude an Enamdar, to whom the Kolapoor Raja had granted a sunnud during his short sovereignty, between 1825 and 1827, from maintaining his grant against the Bri-
32 tish Government. The present case does not fall within the category; for the Enamdar's sunnud dates from a preceding sovereignty, that of 1796. But admitting, for the sake of argument, that a sunnud was granted by the Kolapoor Raja in 1826: such a grant was an exercise of his full sovereignty under the Treaty of 1826, and could not be affected by a new arrangement between the Kolapoor Raja and the British Government in 1827. The Enamdar has certain rights, and, being no party to that arrangement, is unaffected by it. But the object of the Treaty of 1827 is just the reverse of the use to which the Enam Commissioner applies it. It recites, that
33 although the Kolapoor Raja had engaged to respect the rights of the Zumeendars, Enamdars, and Wuttundars, he had not done so; and the object of the language is to ensure to the Zumeendars, Enamdars, and Wuttundars their previous rights. The British Government were actuated with a wish, not to repudiate rights legitimately conferred, but to re-establish rights which had been interfered with arbitrarily and illegally, except that in a despotic Government there is no illegality in any arbitrary act of the prince. It is surely unjust to the Government, and the principles on which they have acted, to wrest the conservative language of the Treaty into a destruction of rights legitimately created.

34 " But in the circumstances attending the transfer in 1827 to the British Government of the districts of Chickoree and Munowlee, there is the strongest evidence to show not only the propriety of the claim made by Konher Row, but the injustice of the Government in seeking now to resume the Swamee's enams. Mr. Nisbet, on the occasion of resuming the districts, demanded a list of the villages, and a list was accordingly framed, which showed that several of the villages of the Munowlee districts, which previously to the transfer to Kolapoor in 1825 had not been granted

in enam, had been so granted. This list showed eighteen villages belonging to the Government, and seventeen belonging to Enamdars, including the village of Jalee- 35
kuttee, belonging to the Swamee. To this list Mr. Nisbet objected by his letter dated 31st of October 1827, and he demanded a list with the same number of villages as were delivered to the Kolapoor Raja, and a new list was accordingly framed, containing thirty-nine villages, as those to be given over to Government; but this list does not contain the village of Jaleekuttee, thus proving incontestably that that village was not considered to be made over to the British Government.

"It would not be necessary to notice this paragraph, were it not that the doctrine therein laid down is not sound.

"*4th.*—From what has been stated in the three preceding paragraphs, it is seen, that at the time when the Shunkeshwur Swamee assigned Jaleekuttee with its hamlets to Anajee Nursew, he himself had no valid title to it as his inam. This being the case, Anajee Nursew could not have obtained from him any such title, and therefore he could not have any valid title as Inamdar to the villages and hamlet he got in exchange for it."

"It by no means follows, that because A has not a good 36
title to land belonging to C, he cannot transfer a good title to B. There is a very large class of cases where titles to property had in the hand of one person become good in the hands of a transferer for a valuable consideration who has not notice of the defect; and there is another class of cases, where persons, having rights to property, allow other persons to appear before the world as owners, and transfer the ownership, they are not at liberty afterwards to assert those rights. The last doctrine is peculiarly applicable to the present case. The Government find the Swamee in possession as Enamdar in 1827, and leave him in undisturbed possession till 1839. In 1839 37
Annajee purchases the title, and still the Government make no objection. Further, in 1842, Annajee's title as a purchaser from the Swamee, and as the owner in enam of the villages, is formally brought to the notice of Government, and not only not objected to, but Government deal with him as the owner, and effect an exchange of villages. There is nothing concealed in this. I understand that the proposed purchase was mentioned to the Political Agent, Mr. Dunlop, and a letter was written, asking for a stamp for this avowed purpose, and this letter will probably be on the dufturs of the Political Agent. [I would suggest inquiry being made on this point.] Yet now, in 38
1852, a person who can show an undisturbed possession for at least a quarter of a century; who, with the tacit sanction of Government authority, has purchased the property for a large sum of money; who has actually submitted his title to Government, and Government have accepted it, and taken the property so purchased in exchange for Government villages—is to be ousted out of his possession at the suit of Government, who now for the first time discover their long unknown rights. Yet no new facts are now elicited that were not better known in 1827. And if Government in 1827 accept from the Kolapoor Raja the Munowlee district, without the village of Jaleekuttee, what right have they now to seek to aggrandize themselves at 39
Konher Row's expense? This is no case of fraud, of concealment of facts, *noviter perventa*. The village of Jaleekuttee was a matter of inquiry with Mr. Nisbet in 1827. There were enams then improperly claimed and disallowed: those which were not then disallowed must now in all reason and fairness be deemed to have been then considered unassailable. It was again the subject of inquiry in 1842, and the Enamdar's title admitted and acted on.

"This paragraph, again, scarcely calls for comment, but for the assumption it con-

"For these reasons, it appears that Government was in no way bound to continue, as it did, to Anajee Nursew, during his life, the villages Mouza Mulapoor, Mouza Punjunhuttee, and Muzra Yedulgood;

tains, that Government have exercised something of domi- 40
nion over the property. If it could be shown that the claimants had asked a favour of Government, or that Government had granted permission for a certain limited occupation, much of the ground of my argument would be taken

and as the Inam Commissioner is of opinion that it would certainly be improper to continue them to his son, like an hereditary inam, he decides that the said villages Mulapoor, Punjunhuttee, and Yedulgood, be treated as Government khalsat villages."

away. But it is denied that Government have *continued* the property to Annajee Punt during his life. This was no act of Government. It is a misapplication of terms to apply this language to a possession which has been adverse to Government, and founded, not on any favour of Government, but on a certain title. The possession asserted throughout has been that of an independent proprietor
41 of hereditary property, and the relative position of Government is one admitting the validity of that claim.

"The reservation of this clause proves that the Enam Commissioner feels that injustice will, under the circumstances, be perpetrated to the claimant. Were the doctrine correct that Konher Row could recover his purchase money from the Swamee, it would not assist much in forming a correct conclusion in this case; for the question of injustice in calling upon the Swamee to refund the payment would still arise. It is a very important element in discussing the rights of the Government, and will be found to illustrate my arguments on the 4th paragraph. The Commissioner, however, is wrong
42 in saying that Konher Row can get back his purchase money. It cannot be contended that any deceit was practised on him. The Swamee was in possession recognised undisputed. He produced his title deeds, which showed, so far as a purchaser could judge, an unimpeachable title. Could a purchaser demand more? I apprehend not. A formal deed is drawn out; the transfer of possession is made; Government make no objection; and it is impossible now to show any flaw in the title, except that during disturbed political times the possession was interrupted, and the Paishwa and Kolapoor
43 Raja's dufturs, it is said, contain entries antagonistic to the title. These dufturs were not accessible to either the Swamee or the purchaser: the Government have had the custody, and might, with moderate diligence, have found out their rights long ere this. The principle of *caveat emptor* applies, and Konher Row, if he loses his enam, can have little prospect of getting his money. Besides, the Swamee is dead, the purchase money spent, and the Swamee of the present day would scarcely acknowledge the right of Annajee's heir upon the Suwusthan for the purchase money. This is surely a grievous injustice; and were the rights of Government clear, they could not with any propriety be enforced at such a private sacrifice. But
44 it is confidently hoped that the Enam Commissioner will not now confiscate rights consecrated by long and undisturbed possession, and acknowledged by Government, and which cannot be disregarded without subverting those principles of justice on which the laws of property are founded.

"This decree will not prevent Konher Row Anajee, if he thinks proper to do so, from calling upon the Shunkeshwur Swamee to make good any loss he may have suffered from the sale to his father Anajee Nursew of the villages Mouza Jaleekuttee, and its Muzzras Jeewapoor and Rayapoor, as inam, though not really so."

"It is also respectfully suggested, that in deciding on this case, the Commissioner will distinctly dispose of the different points of defence raised, with the reasons for his decision at large, in order that, in the event of an appeal to Government becoming necessary, the questions at issue may be distinctly raised.

(Signed) "S. S. DICKENSON,
"Mooktiar of Konher Row.

"*Bombay, January 24th,* 1853."

45 6. The Inam Commissioner, observing that in this Remonstrance allusion was made to a "Government letter" not among his records, addressed to Mr. Dickenson the following letter, No. 1633, dated 25th January 1853:—

"But the letter of Government of 31st March 1842 cannot be said" &c. &c.

"Sir,—With reference to the words quoted in the margin, from the paper dated 24th current, drawn up by you, regarding Konher Row Anajee's claim to Mouza Mulapoor, Punjunhuttee, &c., I have the honour to request that you will kindly inform me to what letter you allude, the only one of the date in question recorded in the case being one addressed by Mr. Reeves to the late Anajee Nursew.

"I have, &c."

7. The following is Mr. Dickenson's reply, dated 28th January 1853 :— 46

"Sir,—I have the honour to acknowledge your letter No. 1633, of the 25th January 1853, and to state in reply, that the letter alluded to in my observations as 'the letter of Government of 31st March 1842' is the letter from Mr. Reeves, the Acting Collector and Political Agent, of that date.

"2. Your inquiry would seem to imply that the letter above alluded to is wrongly designated as a Government letter. I am labouring under a most serious disadvantage in conducting Konher Row's case, because not only is the court instituted for the trial of the case interested in deciding it against one party, the Enamdar, [for the 47
first tribunal is an officer subject to Government, and the ultimate tribunal on appeal is Government, itself the other party in the cause,] but no distinct and acknowledged grounds are put forward on the part of the Government which the Enamdar, whose possession is to be disturbed, has to meet. In all judicial inquiries, it is of the very essence of justice, that certain distinct issues should be raised between the litigant parties, so that evidence and argument may be applied to those and those alone. The very reverse of this occurs in this species of inquiry. No defence or pleas are set up by Government for seeking to dispossess an Enamdar of his long enjoyed possessions, 48
and thus the Enam Commissioner, instead of being in the position of an impartial judge, is almost necessarily forced into the position of an advocate attacking the weak parts of the opposite party's case, and yet putting forward no distinct case of his own. Thus, if it is implied that Mr. Reeves' letter is not binding on Government, if Government were on the record, as they are in reality, and interested parties to the suit, they could not put forward such a defence without subjecting themselves to all the odium which attaches to a repudiation of authority exercised with their knowledge, and acquiesced in for years without observation, and only repudiated to advance 49
their own interests. And if a dependent should escape observation from the judge for urging such a plea, he would still feel the restraint of public comment. I am obliged to give some significance to your inquiry respecting my designation of the letter, and I contend that I have designated it according to its legal effect. I consider a letter from a Collector acting under Government, within the scope of his official duties, as a letter of Government: acts of agents are properly designated those of their principals, when discussions arise between third parties affected by those acts and the principal. The agency is the medium of proof. If I produce a letter from the Collector, it proves my case *primâ facie*, and it throws on Government the necessity of 50
showing that the letter was written without authority; that it was never placed on the Government records; that it was at once repudiated by Government when it came to their notice; that they never allowed their officer to hold himself out to the world as having the authority which he assumed, &c. Now none of these things can be assumed respecting the act of Mr. Reeves. But Mr. Reeves' letter shows that Annajee petitioned Government on the subject, and that Government had issued certain orders to Mr. Reeves, dated 19th March 1842. Now Annajee could not demand inspection of the letter from Government to Mr. Reeves. The formal answer made by Govern- 51
ment to Annajee on his petition would be to refer him to Mr. Reeves for his answer, and that alone would render Mr. Reeves' act binding on Government. The position relied on by me, and one which I would submit with confidence to any judicial

tribunal, is this—that if, in 1842, Government through its agents inquired into and accepted Annajee's title to the three villages; or if, with the means of inquiry at their disposal, they thought proper to accept it without inquiring, [in the absence of fraudulent and false representations by Annajee, which would of course vitiate that as it
52 would any other transaction,] the Government are not competent in 1852 to object to that title, and repudiate the transaction. That if they had paid money they could not now recover it back as paid without consideration; and if they give any other property instead of money they are equally bound.

"3. I request that this may be considered as supplementary to my former observations.

"I have, &c."

8. Having taken into consideration the whole of the papers recorded throughout the investigation of Konher Row's claim to the villages Mulapoor, Punjunhuttee, and Yedulgood, the Inam Commissioner records, with especial reference to the Remonstrance of 24th January 1853, and its continuation of the 28th idem, the following
53 Minute, containing his final finding and judgment in the case:—

MINUTE.

I. In this case the remonstrant founds the first and principal branch of his remonstrance on the argument that as Government, in A. D. 1842, gave the villages Mulapoor, Punjunhuttee, and Yedulgood, in exchange for a village [Jaleekuttee] and muzzras, held as inam by Anajee Nursew, it is now bound to consider these villages as irrevocably the hereditary and absolute inam property of the heirs and representatives of Anajee Punt; and that to disturb their possession of them, on the grounds of
54 previous want of good title to the village given to Government in exchange, would at this distance of time be iniquitous.

II. I am of opinion, that as Anajee Nursew in the first place bought Jaleekuttee without any guarantee from Government; as the transaction of exchanging it afterwards for those assigned to him in lieu of it was one which was made on the express grounds of convenience of situation, and on these grounds *only;* and as the question of title was never mooted by Government; all that Government is bound to do [in the absence of some *special* guarantee of *better* tenure], is to regard the villages *given*
55 by it in exchange as assigned on the tenure which might rightly belong to that *taken* in exchange, and subject to the result of inquiry regarding tenure to the same extent as the villages given in exchange would have been subject had the exchange not taken place.

III. The remonstrant asserts that there *is* a positive guarantee of tenure in what he designates the "letter of Government of 31st March 1842," but which Mr. Dickenson, in his letter of the 28th January 1853, explains to be a letter addressed by Mr. Reeves, the Acting Collector of Belgaum, to Anajee Nursew. The remonstrant argues, that according to the general maxims relating to principal and agent, this
56 letter ought to be looked upon as a letter of Government; but, as it appears to me that to admit that Government is debarred from rectifying mistakes or abuse of authority on the part of its servants would be unreasonable, I could not agree to the remonstrant's argument on this point, even were it to appear, as I do not think it does, that the Acting Collector's letter to Anajee Punt could be interpreted so as to guarantee absolute title.

IV. None of the correspondence between Government and the Collector of Belgaum, which is on record in the office of the latter, contains anything to show that
57 *Government* was aware of the circumstances under which Anajee Punt became possessed of the village Jaleekuttee. The following are the 5th question and answer in the claimant's kyfeeut:—

"*Question V.*—Your father got these villages, Mulapoor, Pu junhuttee, and Yedulgood, in Talooka Padshapoor, in exchange for Mouza Jaleekuttee, with Jeewapoor, &c. in Talooka Purusgur. The Commission is in possession of abundance of documentary evidence, showing that Government assented to *this exchange.* But it does not appear from this that Government was aware of how the villages in Purusgur [Jaleekuttee, &c.] came into your father's pos- 58
session. If, therefore, amongst the Government orders and other documents which you may possess, relative to the exchange, there be any document to show, that when Government assented to the transaction it did so with a clear knowledge of the manner in which your father obtained the villages in Purusgur, produce such document?

"*Answer V.*—The villages Jaleekuttee, and its Muzzras Jeewapoor and Rayapoor, were sold as inam to my father by the Swamee of the Mutt of Suwusthan Kurveer. When this inam was taken by Government in exchange for Mulapoor, &c., Mr. Reeves, the Collector and Political Agent Southern 59
Mahratta Country, addressed to my father an inam puttr, dated 21st March A. D. 1842, which I now present. *From this* it appears that Government was aware that Jaleekuttee, &c. came into my father's possession from the Swamee."

V. The following is the purport of Mr. Reeves' "inam puttr," here appealed to by the claimant:—

"To Anajee Punt Ana, Deshpandey of Turuf Ankulgee, in Talooka Padshapoor, from Henry Wilson Reeves, Esquire, Acting Collector and Political Agent in Zilla Belgaum. [After compliments.] You have made a petition to Government, that the Sirkar would be pleased to take possession of the 60
three villages given to you by the Shree Swamee, viz. Mouza Jaleekuttee, Muzzra Jeewapoor, and Rayapoor, and would give you in exchange for them the three villages Mouza Mulapoor, Muzzra Yedulgood, and Punjunhuttee, in the Padshapoor Talooka. Government has been kindly pleased to accede to your request, and, having made an examination of the totals [of revenue], has issued an order, No. 819, dated 19th March 1842, to effect the exchange offered by you. In consequence of the receipt of this order, I now write to you as follows:—

"1. It is necessary that you give up to the Mamlutdar of Talooka 61
Purusgur, posssession of your three inam villages Jaleekuttee, Jeewapoor, and Rayapoor.

"2. A separate yad has been written to Mr. Mansfield, the Acting 2nd Assistant Collector, desiring him to give you as inam, in exchange for the said villages, and to make over into your possession, the villages Mouza Mulapoor, Muzzra Yedulgood, and Punjunhuttee. You will accordingly receive possession of them.

"3. The villages to be given in exchange appear, from the accounts, to produce a revenue in excess of what you have a right to of Rs. 177-11-9, to which sum, therefore, Government has a right, and to this you have agreed. You are, therefore, to pay each year into the 62
Government treasury the above sum of Rs. 177-11-9.

"4. The villages you are now to receive were already given in farm from Fuslee 1248 until 1257 [A. D. 1838-39 until 1847-48]. Of them you hold two, and one, viz. Mulapoor, is in farm with Seenapa Naik, Sahookar of Dharwar. This last village you are to continue to him, as agreed by Government, until the expiration of the lease.

"5. You are to pay up with all speed the balance due to Government for the present year on account of the said village [Mulapoor], and you

are to collect what revenue may be due to you on account of the current year in the villages you yourself have been holding [names not mentioned].
63 A yad has been written to the Assistant Collector, to examine and report on the outstanding balances, should any such be due from the villages.

"6. The villages now given to you are subject to the Regulations of Government, according to which their management, both civil and criminal, is to continue. What more can I write? Dated 31st March A. D. 1842, Fuslee 1251, Shuk 1763, Plava Sunwutsur, the 5th of Falgoon Wudh, Thursday, at Belgaum.

(Signed) "HUNMUNT ROW, "Native Agent." (Signed) "H. W. REEVES, "A. P. Agent."

VI. The part of this document which the claimant wishes to be taken as proof that Government was aware that Jaleekuttee, &c. had come into his father's possession
64 from the Swamee, is the expression in the introductory paragraph "*the villages given to you by the Shree Swamee.*" But it is to be observed that this expression is not in reality used as coming from Government, but from the claimant's father, and is merely recited as part of his petition. To regard this phrase in Mr. Reeves' letter to Anajee Punt as proof that Government recognised the transaction by which the latter became possessed of Jaleekuttee, &c. would be as unreasonable as to look on another sentence
65 in the letter [in its use of the phrase *Shree*] as an official recognition of the divinity of the Shunkeshwur Swamee. Moreover, it appears from a reference to the correspondence which took place between Government and the Collector of Belgaum, that when Anajee Punt's request was laid *before Government*, nothing was written by which *Government* could have discovered how the villages which he wished to exchange had come into his possession.

VII. The use of the word "inam" by Mr. Reeves in his Mahratta letter proves nothing, as all rent-free lands, whatever their real tenure, have for years past been commonly designated as inam. Even before the framing of Schedule C of Regula-
66 tion I. of 1823, this word had become of such loose signification, that it was considered unfit to be used in that Schedule as a definition of tenure.

VIII. So far from my being able to agree with the remonstrant that his title to the villages in Purusgur [Jaleekuttee, Jeewapoor,] was submitted to Government in 1842, the correspondence on record leads me to a contrary belief, viz. that the exchange was made without knowledge of, and without reference to Anajee Nursew's title to Jaleekuttee, &c., and without prejudice to the right of Government to hereafter inquire into it. And that Anajee Nursew or his son, if in possession of Jalee-
67 kuttee [or what was assigned in lieu of Jaleekuttee], a village which ought properly to be a khalsat village, is not ousted until 1847, instead of, as he might have been, in 1839, does not seem a hardship, but the reverse, as he has got eight years' revenue by the delay.

IX. This is, of course, supposing the village Jaleekuttee to have been properly a khalsat one, a fact which is denied by the remonstrant, and which it will be necessary to dispose of in noticing a further division of his defence.

X. But before leaving the first ground of defence, I wish to notice very briefly the remonstrant's observations on the constitution of the Inam Commission, and the
68 law by which it is guided. The grievance put forward, that Government is the tribunal to decide cases in which itself is interested, is, I think, a mere fallacy. Neither Government nor any of its officers can have any personal gain or interest in declaring an alleged inam khalsat; whereas every member of Government, and every one of its servants, has a strong personal interest in avoiding any decision by which his character for fairness and liberality could be damaged. To apply, therefore, to the Inam

Commission the objection that Government, as an *interested* party, ought not to be a judge in *its own cause*, however plausible as an outcry, is, in point of *fact*, a mis- 69
application of terms.

XI. So, with regard to the remonstrant's alleged hardship of being forced into the unfavourable position of a plaintiff, the provisions of Act XI. of 1852, which uphold the principle that the assertions of an apparent Inamdar in possession are to be believed until disproved, in reality place all Inamdars, though *called* "claimants," in the most favourable position they could occupy.

XII. There are two other facts, also, which, without enlarging on, I may as well briefly notice here, lest, in any further review of this case by superior authority, they should come under discussion :— 70

1*st*.—The Bombay Government has been, since the enactment of Section LIX. of the Charter Act of 1833, expressly disqualified from making grants of even temporary charges on the revenues of the country, much more from alienating them in perpetuity, which it would have done had it intentionally given away in perpetuity, in exchange for others *really* the property of the State, the villages now claimed by Konher Row as grants in perpetuity.

2*nd*.—Government is bound to rectify any errors of its own, or abuses on the part of its servants, whenever detected, without respect to persons. The Govern- 71
ment of the country has always proceeded on this principle; and it would be dangerous to depart from it, except where we can find any written law to justify Government in so doing.

XIII. The remonstrant's observations on that part of the Inam Commissioner's decision which holds, that as Government did not give its permission to the sale by the Shunkeshwur Swamee, it is not therefore bound by it, are inconsequent, as it is not pretended in that decision that Government has any desire to interfere with private dealings; only that, not having been a party to them, it is not bound to waive 72
its right, should it find that a village really the property of the State has been the subject of such dealings.

XIV. With regard to the 1st of the facts set forth by the remonstrant in his observations on the 2nd clause of the decision of 1847, I have assumed that the documents produced as the Kolapoor Raja's sunnud and takeed of 1796-97 are genuine; but, if so, they must have been issued during a temporary invasion of the Munolee Talooka; and a subsequent sunnud, *proved* to have been issued by the same Raja in A. D. 1818-19, shows that the previous grant had not taken effect up to that year. A copy of this sunnud was obtained from one Sumbhajee Seewajee, Coolkurnee of Jalee- 73
kuttee, and its authenticity has been proved by a reference to the State records at Kolapoor. Its purport is as follows :—

> "To Venkutrow Nuluwaree, Havaldar, and Dinkur Apajee, Soobha of Munolee, the following order is issued:—Although it was formerly agreed that Mouza Jaleekuttee, in Purgunna Moorgod, should be given to the Swamee of the Mutt in Suwusthan Kurveer, and although a sunnud was issued, it has been brought to my notice that the village has not as yet been made over into the possession of the Swamee. Wherefore this adnya puttr [order] is issued, that you may make over the village to any one who may come to receive it on the 74
> part of the Swamee, and send his receipt to the Hoozoor. The Swamee is about to visit Jaleekuttee: make every endeavour to give over the village, and send the receipt for it to the Hoozoor before his arrival. Observe this. 6th of Rujjub, in Soorsun Teesa Ashur Meiatain and Alif [A. D. 1818-19]. What more can be written ?"

It was, I am of opinion, under this sunnud, and not under that of A. D. 1796-97, however genuine it may be, that the Shunkeshwur Swamee got possession of Jaleekuttee.

75 XV. I cannot agree with the remonstrant, that "if the sunnud be genuine, it is quite immaterial whether, in fact, possession was had uninterruptedly under it." I judge that it is necessary that the sunnud, to be now recognisable as a valid title deed, should have been issued or recognised by competent *authority*, and that it should not have been subsequently annulled. The Paishwa's accounts show that any sunnud which may have been issued by the Kolapoor Raja in A. D. 1796-97, for the alienation as inam of Jaleekuttee, *was* annulled, by the village being recognised only as khalsat by the Paishwa, when he was both *de facto* and *de jure* undisputed
76 Sovereign of Munolee. It was so entered in all accounts relating to it up to the close of his administration in A. D. 1817-18.

XVI. The remonstrant argues that as the Kolapoor Raja held Munolee between A. D. 1817-18 and 1827, in full sovereignty, his grants and recognitions of grants during that period must be respected; and he is of opinion that the decision against which he remonstrates is *erroneous*, in holding that the clause in the Treaty by which Munolee was resumed in the same condition as when made over to the Raja, in itself annuls all grants [as well as all resumptions] made in the mean time by the Raja.
77 But this argument is the result of a want of acquaintance with the transactions of the period, and with the Government interpretation No. 1390, dated 15th February 1851. There never was any other meaning assigned to the clause in question than that assigned to it in the disputed decree. The records of 1827 show, that when Mr. Nisbet went to Kolapoor with the military force sent to bring the Raja to terms, the latter attempted to evade the provisions of the 2nd Article of the Treaty of October 1827, by making over the Talookas of Munolee, &c. *exclusive of the inams, &c. he himself had granted.* His order to his Mamlutdars of Munolee for doing so, has been found registered in the Kolapoor duftur of the 10th Rubbee-ool-Akhir [1st No-
78 vember 1827], as follows, the Raja having previously sent to the Political Agent notes of relinquishment for the villages to which this order applies:—

"To Venkutrow Nuluwaree, Havaldar, and Antajee Rughoonath, Soobha Munolee.

"Having excepted the inams granted from the Hoozoor to the holders of Dewusthans, Dhurmadows, and to Inamdars and Surinjamdars, all the rest of the villages in the said soobha which are under your management are assigned to the English. A separate list is herewith sent, according to which you are to make over the villages and Munolee."

79 It is true that in the list which accompanied *this* order, Mouza Jaleekuttee was *not* entered; but this fact by no means supports Konher Row's assertions that it must therefore be looked upon as original inam; for from this list all grants made by the Raja, up to its date, were excluded. Be this as it may, however, the Political Agent refused to receive the talooka on these terms, and it was to intimate this refusal that he wrote the letter to the Raja said to be of the 31st October 1827, alluded to by the remonstrant, the registry of which has been found in the Agent's outward letter book, also under date 1st November 1827, as follows:—

80 "In the yad of agreement [Treaty] entered into by us on the 23rd of October, it was agreed that the Talookas of Chikodee and Munolee should be given back to the Company's Government, of the same extent as when they were given by the latter to the Maharaja. But the sor chittees [notes of relinquishment] which have been received exclude some villages granted to various persons, and apply only to the rest. Such sor chittees cannot be received by the Company's Government; wherefore those now sent are returned to the Maharaja's Vakeel. It is necessary that sor chittees should be sent for all the
81 villages which were made over by the Company's Government."

The above letter seems to have been written on the night of the 31st October, and is, as I have noted, registered in the registry of the next day, on which day also a

second letter was written by the Political Agent, addressed to the Raja's Vakeel, pressing for the requisite sor chittees. The consequence of this was, that on the next day, viz. the 11th of Rubbee-ool-Akhir [2nd November 1827], the Raja issued fresh orders, the registries of which have been found in the Kolapoor duftur, ordering the delivery of the talookas, *without any reservation*, to the Company's officers. A list of the villages to be made over accompanied this order also, and two copies of this list, 82
which have been found in the Political Agent's duftur, show that *it included Mouza Jaleekuttee*. The remonstrant's information on this point is evidently defective, as he asserts the contrary.

XVII. The above paragraphs apply to the remonstrant's observations on the first three divisions of the decree against which he remonstrates. With regard to his strictures on the fourth division, I am of opinion, that considering that the alleged knowledge of, or consent to the Swamee's transfer, did not exist on the part of Government, [and I can find no reason for believing that it did, but the contrary,] the 83
principle that Anajee Nursew could not buy a better title than the Swamee had to sell to him is the only one which can be recognised as just.

XVIII. There are several statements in this part of Konher Row's remonstrance, [that relating to the fourth clause of decision,] which are evidently the consequence of his not having correctly instructed his Mooktiar. Some of these I have noticed above, some I have not. I shall briefly correct those which strike me as of any importance:—

Government did not receive the Munolee Talooka from the Raja of Kolapoor in 1827, exclusive of Jaleekuttee.

Mr. Nisbet did not finally admit the Swamee's title in A. D. 1827, nor did 84
Government.

Government did not sanction the Swamee's sale of the villages in 1839.

Government did not admit Anajee Punt's title as a purchaser from the Swamee in 1842, nor has it ever "accepted" it as more than that of holder.

His title "as owner," if by owner we understand Inamdar, was not investigated in 1842.

XIX. With regard to the notice of Anajee Nursew's purchase from the Swamee, said to have been made to Mr. Dunlop, as Political Agent, *in the form of an application for a stamped paper*, I could not but look upon such an application as a very suspicious circumstance. If the object of the applicant were *to obtain a stamped* 85
paper, the Political Agent is not the person to whom he ought to apply. If the object were *to give notice of intended purchase*, it should have been made *openly*, and not smuggled into an impertinent application, to which the only probable answer would be—"If you want a stamp, apply to the stamp vendor." To apply to the wrong authority for a stamped paper, and afterwards to refer to such application as proof of notice made to Government regarding a questionable transaction, would be a proceeding of which I would much rather not believe the remonstrant capable.

XX. The remonstrant finds fault with the decision of 1847, for holding, that for 86
the reasons set forth, Government is not bound to "continue" to Konher Row the villages it did "continue" to his father. This seems a matter of words; and the decision would be equally equitable, and perhaps more to the purpose, if it had held, that as it was proved that Government had a right to resume the villages as khalsat, and as the claimant had failed to show any obligation on its part to waive that right, it ought now to be enforced. But the *effect* of the words objected to is nothing else than this.

XXI. The last clause of the decree of 1847 objected to by the remonstrant is, I 87
admit, redundant, and, as such, should be cancelled. The maxim of *caveat emptor* may cause hardships to Konher Row, and make him repent of his bargain with the

Swamee; but this is not a sufficient reason why Government, or its servants, should admit the continuance of a misappropriation of *the public revenue, which they are bound to protect, without respect to persons or private interests.*

XXII. The arguments in the remonstrance and its supplement, which I have now considered, are not arranged altogether so clearly and so *methodically* as those drawn
88 up by Mr. Dickenson in another remonstrance which I have just been considering, regarding the resumption of some other villages, &c. claimed by Konher Row; and I fear that I have, therefore, failed in satisfactorily classifying them; but I do not think that I have omitted to notice all of any real importance, though, perhaps, not in the order to which they most properly belong.

XXIII. On consideration of the remonstrance and supplement, and of all papers previously recorded regarding Konher Row's claim to the exchanged villages, I am of opinion, that the last paragraph or clause of the decision No. 4, of 14th July 1847,
89 which relates to the future rights and obligations of Konher Row and the Shunkeshwur Swamee, should be annulled; but that, in accordance with the remainder of that decision, and Act XI. of 1852, Schedule B, Rule 6, Provision 2, the villages Mulapoor, Punjunhuttee, and Yedulgood, should be made finally khalsat, from the date of the letter No. 401, addressed by the Inam Commissioner Southern Mahratta Country to the Acting Collector of Belgaum, on the 16th July 1847; and I decree accordingly.

W. HART,
Inam Commisioner.

Khandalla, 11th February 1853.

9. A copy of the 8th paragraph of the Record containing the above judgment
90 has been sent to S. S. Dickenson, Esquire, Mooktiar of Konher Row Anajee, with a letter, No. 1724, dated 14th February 1853, as follows:—

"SIR,—I have the honour of forwarding an extract from the Record of my Proceedings with regard to your Remonstrance, dated 24th January 1853, and its Supplement of the 28th idem, on the part of Konher Row Anajee Deshpandey, against the resumption of the villages Mulapoor, Punjunhuttee, and Yedulgood, claimed by him as Inam, in the Padshapoor Talooka of the Belgaum Collectorate.

"I have, &c."

10. Konher Row Anajee has also been apprised by a Mahratta letter, that the
91 Inam Commissioner has furnished a copy of his judgment in this case to his Mooktiar.

W. HART,
Inam Commissioner.

Khandalla, 14th February 1853.

The above decree having been appealed against by Konher Row Anajee, the Inam Commissioner's proceedings were reviewed by the Right Honorable the Governor in Council, by whom it was resolved, under date 13th August 1855, that Government had no reason for interfering with the Inam Commissioner's decision in this case.

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